



City of Hialeah

**Specifications and Contract Documents for
Bidding Reconstruction of**

**EAST 7TH AVENUE FROM EAST 19TH STREET TO EAST 21ST STREET,
AND EAST 19TH STREET AND EAST 20TH STREET
FROM EAST 7TH AVENUE TO EAST 8TH AVENUE**

Bid No. 2012/13-3210-00-039

Prepared by:

The Corradino Group

4055 Northwest 97th Avenue

Miami, Florida 33178

CITY OF HIALEAH

ADVERTISEMENT

And

INVITATION FOR BIDS

The City Clerk of the City of Hialeah, Florida will receive bids for the project entitled **Reconstruction of E 7 Ave from E 19th St to E 21st ST & E 19th St & E 20th St from E 7th Ave to E 8th Ave** until 11:00 A.M. **Tuesday, June 11th, 2013**, at the Hialeah City Hall, 501 Palm Avenue, Third Floor, Hialeah, Florida, at which time all bids will be publicly opened and read aloud.

**Reconstruction of E 7 Ave from E 19th St to E 21st ST & E 19th St
& E 20th St from E 7th Ave to E 8th Ave
Bid No. 2012/13-3210-00-039**

Contract documents, drawings, technical specifications, may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4th Floor, Hialeah, Florida, or by calling 883-5857. You may also send an email request to Luis A. Suarez at LASuarez@hialeahfl.gov. A deposit of \$100.00 non-refundable per set of drawings and specifications is required with a limit of two (2) sets per contractor. The deposit must be in the form of a check payable to the City of Hialeah.


Bid and performance bonds will be required. A bid guarantee equivalent to five (5%) percent of the bid price must be submitted with the bid. The bid guarantee shall consist of a firm commitment such as bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Should the contractor fail to execute such contractual documents, the bid bond will automatically be forfeited to the City.

~~This project is funded in whole or in part by the United States Department of Housing and Urban Development, under the Community Development Block Grant (CDBG) Program. The award is subject to criteria and conditions established under the Davis-Bacon Act, as supplemented by 29 CFR Part 5; the Copeland (Anti-Kick Back) Act; the Contract Work Hours and Safety Standards Act as supplemented by 29 CFR Part 5 and all other applicable federal, state and local ordinances. The Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.~~

Prospective bidders must be pre-qualified by FDOT or City of Hialeah for roadway and underground utilities construction.

The City of Hialeah reserves the right to reject any and all bids including nonconforming, nonresponsive, unbalanced or conditional responses, or to waive any informality in the bidding. Bids may be held by the City of Hialeah for a period not to exceed thirty (30) days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

CITY OF HIALEAH, FLORIDA



Carlos F. Lopez
Purchasing Director

Advertisement Date:
Wednesday, May 15th, 2013

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SECTION I
GENERAL PROVISIONS,
PROPOSAL AND CONTRACTOR'S QUALIFICATIONS

GENERAL PROVISIONS
SECTION 1

DEFINITION OF TERMS

DEFINITIONS: Whenever in the Specifications, Special Provisions, Proposals Contract, or Contract Bond the following terms or pronouns in place of them used, the intent and meaning shall be interpreted as follows:

1 "City" - The City of Hialeah, as represented by its Mayor and City Council.

1.1 "City Clerk" - The city clerk of the City of Hialeah.

1.2 "Engineer" - The Corradino Group of Dade County, Florida, or his authorized designer.

1.3 "Inspector" - The city inspector of the City of Hialeah assigned to make all necessary inspections of the materials furnished and of the work performed by the Contractor.

1.4 "Bidder" - Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

1.5 "Contractor" - The party of the second part of the Contract has been made by the City.

1.6 "Superintendent" - Executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of superintending the work efficiently.

1.7 "Surety" - The corporate body or individual which is bound by the Performance and Payment Bonds with and for the Contractor, who is primarily liable, and which engages to be responsible for his acceptable performance of the work Contract had been made for his payment of all debts pertaining thereto.

1.8 "Proposal" - The approved prepared form on which the Bidder is to or has submitted his, their, or its Proposal for the work contemplated.

1.9 "Proposal Guaranty" - The security designated in the Proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the City if the Contract is awarded to him.

1.10 "Plans" - The Official approved plans, profile, typical cross-section, general cross-sections, working drawings, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the Contract supplementary to these specifications.

1.11 "Purchasing Agent" - The purchasing office for the City of Hialeah.

1.12 "Specifications" - The directions, provisions and requirements contained herein, together with all written agreements made or to be made, setting out or relating to the method and manner performing the work, or the quantities of materials and labor to be furnished under the Contract.

1.13 "Special Provisions" - Specific clauses additional to these Standard Specifications, setting forth conditions peculiar to the project under consideration. In case of any discrepancy between the Standard Specifications and the Special Provisions, the Special provisions are to govern.

1.14 "Supplemental Agreement" - A written agreement between the Contractor and the City Engineer, or designer covering alternations and unforeseen work incidental to the project.

1.15 "Contract" - The written agreement covering the performance of the work and furnishing of labor and materials in the proposed construction. The Contract shall include the "Proposal," "Plan", "Specifications", "Special Provisions," and "Contract Bond," also all "Supplemental Agreements" required to complete the work in a substantial and acceptable manner.

1.16 "Contract Bond" - Performance Bond - The security furnished by the Contractor and Surety as a guaranty that the Contractor will execute the work in accordance with the terms of the Contract.

1.17 "Payment Bond" - The security furnished by the Contractor and the surety as to guaranty that the Contractor will pay a claimant. A claimant is defined as any person supplying the Principal with labor, materials and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said contract, and is further defined in Section 255.05(1) of the Florida Statutes.

1.18 "Bid Bond" - A cash bond furnished by the Contractor or a surety bond furnished by the Contractor and his/her surety with the bid as a guaranty of the bidder's good faith and ability to execute the Contract and Contract bond.

1.19 "The Work" - All the work specified or mentioned herein or indicated on the Plans of the Proposal as contemplated improvement.

1.20 "Questionnaire" - The approved form upon which the Contractor must furnish the information as to his ability to perform the work, his experience in similar work, and his financial condition as related to his ability to finance the work.

INSTRUCTIONS TO BIDDERS

1. Work under this contract entails the Reconstruction of **EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET, AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE.**
2. Supervision on this project will be by City Inspector of the City of Hialeah.
3. No material shall be substituted from those specified in the plans without obtaining written approval from the The Corradino Group, Civil Engineering Department.
4. The Contractor is required to carry the following insurance through the performance of the Contract. (Proof must be presented prior to the start of construction).

\$1,000,000.00 single limit bodily injury and property damage combined each occurrence.
5. The Contractor shall cooperate fully with all other Contractors by scheduling his work with that to be performed by others as may be directed by the Inspector.
6. The Inspector may require the Contractors to dismiss from the work site such employee or employees as they may deem incompetent, careless, or insubordinate.
7. Payments under this Contract shall be as follows:
 - a) Partial payments shall be made based on actual work completed less ten percent (10%) for retainage after approval by the Inspector.
 - b) Final payment shall be made after acceptance of the work by the Inspector and the City.
8. All manufacturers warranties shall be forwarded to the City along with the request for final payment.
9. The bidder is required to pay the highest wage rate per category as shown in the attached Federal wage determinations.
10. The proposal shall be submitted on the attached Bid Tabulation Form. In addition you must complete all blank forms in Sections I and II.

**** NOTE: Contract in excess of \$50,000.00

PLANS AND SPECIFICATIONS

The specifications referred to herein shall include General Specifications, Special Provisions and Technical Specifications written for the Owner, and attached thereto.

The Plans and Specifications, along with all other documents that make up and constitute the Contract, shall be followed in strict accordance as to work, material and dimensions except when the Engineer may authorize, in writing, an exception.

Dimensions given in figures are to hold preference over scaled measurements from the drawings. However, all discrepancies shall be decided upon by the Engineer and the Contractor shall not proceed when in doubt as to any dimension or measurement.

The Contractor shall be furnished four (4) copies, free of charge, of the Plans and Specifications; two (2) of which shall be preserved and always kept accessible to the Inspector and Contractor's authorized representative. Additional copies of the plans and Specifications may be obtained from the Engineer at the cost of reproduction.

INTENTION

It is intended that these Contract Documents and the accompanying Plans which make up and constitute the Contract shall cover the complete construction of the structure with explicit provisions, and it is understood that the Contractor has, by personal examination and inquiry if necessary, satisfied himself as to the local conditions and as to the meaning, requirements and reservations of the Specifications and Plans; for after the letting, no deviation will be allowed from the Inspector's interpretation of the Plans, Specifications and Contract.

NOTICE AND SERVICE THEREOF

All notices given by the Owner under the provisions of this Contract shall be in writing and services of same may be served in any of the following manners, via:

- A. By delivery of such notice to the Contractor or to any officer of the Contractor if said Contractor be a corporation, or to any agent or superintendent of the Contractor.
- B. By mailing such notice by registered mail to the address of the Contractor shown on Contractor's Proposal for Bid.

DATUM

All elevations are referred to National Geodetic Vertical Datum (NGVD 1929).

BASE LINES AND BENCH MARKS

The successful Bidder shall furnish and establish all line and grade stakes in accordance with the dimensions shown on the Plans and subject to the approval of the Inspector. The Contractor will provide and maintain staking for all facilities maintained by the City of Hialeah Department of

Water and Sewer. The Contractor will provide staking at the R/W line as facilities are located. Contractor will maintain staking for the duration of the project.

PAYMENTS OF TESTS BY CONTRACTOR

The expense of all tests requested by the Inspector will be borne by the Contractor, and a copy shall be submitted to the Inspector for review and approval.

INSPECTOR

The supervision of the execution of this Contract is vested wholly in the Inspector, and the orders of the Owner or the Owner's Agent are to be given through the Inspector. The instructions of the Inspector are to be strictly and promptly followed in every case. The Contractor may designate a foreman or other representative to receive such instructions in the Contractor's absence, and failing to do so, the Contractor will be held responsible for the execution of any instruction it may be necessary to give in the Contractor's absence. The Inspector is to have free access to the materials and the work at all times for laying out, measuring, inspecting directing the same, and the Contractor is to afford the Inspector all necessary facilities and assistance for so doing. The Inspector stakes, grades or lines are to be preserved by the Contractor, or reset at the Contractor's expense.

To prevent all disputes and litigations, it is agreed by the parties hereto that the Inspector shall decide all questions, difficulties and disputes of whatever nature which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of this Contract, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of this Contract, and the Inspector's estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of these Specifications nor to delay the Contract by failure to inspect the materials and work with reasonable promptness.

The Payment of any compensation, whatever may be its character or form of the giving of any gratuity, or the granting of any valuable favor by the Contractor to any Inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of this Contract.

The City will appoint such inspectors as are necessary to pass upon the amount, quality and character of the materials to be supplied or to supervise the execution of the work contemplated under this Contract. The duties and functions of such officials are purely supervisory and their decisions are to be binding only in the absence of the Inspector, and shall be subject to the Inspector's review; when in the judgment of the inspectors, the work or the materials are not in accordance with the Specifications, they shall have the power to stop the work, which shall not be resumed until the Inspector has rendered a decision upon the matter in dispute.

QUANTITIES

The right is reserved to change the Plans and Specifications consistently with the general intention of the Contract for any part of the work or materials, either before or after construction is begun. Notice of such changes being given in writing to the Contractor; such changes are not

to be grounds for any claim by the Contractor for damages, nor for the forfeiture of Contract. Changes to contract quantities to either increase or decrease quantities by ten (10) percent of the contract quantity shall not justify revision of the unit price shown in the Contractor's bid summary.

SUPERVISION AND INSPECTION

The structures herein considered are to be constructed for the Owner by the Contractor in accordance with the Specifications and accompanying Plans. The Inspector may give instructions or directions to supplement the Plans and Specifications. These shall be binding upon the Contractor and upon his subcontractors, employees and agents of every kind. The Contractor shall not retain in connection with the work any employee, agent or subcontract or whose presence shall be deemed prejudicial to the work. Where words "Direction of," "Approval of," and similar phrases occur in these Specifications, such directions and approvals are understood to be functions of the Inspector and the Inspector's representatives.

The Contractor's procedure and methods of construction may be of his/her own selection, provided they secure results which satisfy the requirements of the Plans and Specifications. Permission by the Inspector to use any particular device or method of construction shall not relieve the Contractor from full responsibility for any failure which may arise therefrom.

All materials and every process and operation of manufacture, construction, and erection shall be subject to inspection at all times, and the Inspector and their representatives shall have free access to all parts of the work of construction and erection. Every facility desired for inspecting the workmanship and testing the qualities of materials shall be furnished by the Contractor, and the Owner shall have the right to take suitable samples of all materials for testing or examination. Except when otherwise specified herein, all required tests shall be made by the Contractor at the Contractor's expense. Rejected materials shall be removed promptly from the vicinity of the work; and workmanship and processes deemed to be faulty shall be corrected immediately upon request. The Contractor shall remove, reconstruct, replace and make good, as may be directed, without charge any defective work. Oversight or error of judgment of inspectors, or previous acceptance, shall not relieve the Contractor from the obligation to make good defects whenever discovered.

If the Inspector requests it, the Contractor shall at any time before final acceptance of the work remove or uncover such portions of the finish work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be paid for as "Extra Work," but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense. No work shall be done, nor materials used, without suitable supervision or inspection by the Inspector or his representative. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered or obligate the Owner, to final acceptance.

All materials, processes and workmanship, other than cement, treated lumber, and metal work and its manufacture, will be inspected at the site of the structure. If the Contractor desires that any of them be inspected elsewhere, the Inspector will inspect them at the place designated by the Contractor, but all expenses, including a reasonable per diem to the Inspector incurred in making

such inspections shall be borne by the Contractor, and shall be paid monthly or shall be deducted from the monthly estimates by the Owner and paid to the Owner. Treated lumber testing at the mills shall be done by an Inspection Bureau designated by the Inspector. When the project is ready for final inspection, the Contractor shall so notify the Inspector in writing. After defects or omissions noted during such final inspection are made good, the work shall be accepted and final estimate rendered.

It is expressly understood that the Contractor is in all respects an independent Contractor for this work, notwithstanding under certain conditions the Contractor is bound to follow the directions of the Inspector, and is in no respect an agent, servant or employee of the Owner or the Inspector.

MATERIALS AND WORKMANSHIP

The Contractor shall provide the services of all workers, mechanics, trades-people and other employees trained and skilled in their various occupations; and all materials except such as may be specifically excluded in the Drawings or Specifications; and shall construct completely, ready for its intended purpose, the structure or parts thereof covered by the Contract, Plans and Specifications. These Plans and Specifications intend to provide for the structure of parts thereof under consideration to be fully completed and suitable in every feature for the purpose designed, and the Contractor shall supply all materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding and omission in the Drawings or Specifications. Wherever not explicitly described, materials and workmanship of every kind shall be first class. The Contractor shall perform the work in proper sequence to the work of other Contractors and to acts or operations of the Owner and shall properly join the work to the existing or new construction.

PLANT AND PROGRAM OF CONSTRUCTION

The Contractor shall supply all plants, tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry on the work of the contract according to the approved program.

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and other applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention," published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

FORCE ACCOUNT WORK

All extra work done on a "Force Account" basis shall be performed by such labor, tools and equipment as may be specified by the Inspector and will be paid for in the following manner.

- A. For all labor and foremen in direct charge of the specified operations, the Contractor shall receive the current local rate of wages for each and every hour that said labor and foremen are actually engaged in such work, to which shall be added an amount equal to twenty-five percent (25%) of the sum thereof which shall be considered as full compensation for general supervision and the

furnishing and repairing of small tools and ordinary equipment used on the Contract, such as picks, hand shovels, plows, scraper, road graders, etc.

- B. For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site, as shown by original receipted bills, but no percentage shall be allowed on same.

The Owner retains the right to audit all work performed on a Force Account basis for a period of one year after acceptance of the work by the Owner.

- C. For any special equipment or machinery, such as power driven rollers, tractors, trucks, shovels, drills, concrete mixers, pumps and hoists, required for the economical performance of the work, the Inspector shall allow the Contractor a reasonable rental price for each and every hour that said special equipment is in use on the work, to which sum no percentage shall be added.

The compensation, as herein provided, shall be received by the Contractor as payment in full for extra work done on a Force Account basis.

The Contractor's representative and the Inspector shall prepare records of extra work done on a Force Account basis at the end of each day. Copies of these records shall be made in duplicate upon forms provided for this purpose by the Inspector and signed by both the Inspector and the Contractor's representative: one copy being forwarded, respectively, to the Inspector or the Inspector's authorized representative and to the Contractor. All claims for extra work done on a Force Account basis shall be submitted, as herein before provided, by the Contractor upon certified statement, to which shall be attached original receipted bills covering the cost of the freight charges and hauling of all materials used in such work, and said statements shall be submitted to Inspector on the current estimate of the month in which the work was actually done.

LEGAL RESTRICTIONS, PERMITS AND TRAFFIC PROVISIONS

The Contractor shall procure, at his/her own expense, all necessary licenses and permits and shall give due and adequate notices to those in control of all properties which may be affected by the Contractor's operations. The City permit fees will be waived only to the extent as it relates to the public right-of-ways. The Contractor shall conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and general operations. The Contractor shall so conduct the operations that he shall not close any thoroughfare nor interfere in any way with traffic on railway, highways, or waterways, without the written consent of the proper authorities. The Contractor shall be cognizant of and comply with the Dade County Ordinance regulating the removal and/or relocation of all trees.

ROYALTIES ON PATENTS

All fees or royalties for any patented articles or operations of construction used in this structure or any part thereof of any materials, tools, implements, machinery, fixtures or anything used by Contractor shall be included in the price stipulated in the Contract for the work, and the

Contractor shall protect and hold harmless the Owner against all demands for such fees, royalties and claims.

LIABILITIES, DAMAGES AND ACCIDENTS

The Contractor shall assume and be responsible for, and shall indemnify and save harmless, the Owner against all claims and demands of all parties whatsoever for damages or for compensation for injuries or accidents to persons, animals and materials due or claimed to be due, either directly or indirectly, to operations of the Contractor or to the act or omission of himself/herself, his/her agents, or workers until the final acceptance of the structure. The Contractor shall pay all judgments obtained by reason of accidents, injuries or damages, or of infringements of patents as specified in suit or suits against the Owner, including all legal costs, court expenses and other like expenses; and the Contractor shall have the right to join in the defense of such units.

The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Contract and until the final acceptance of the structure. If any material or part of the work becomes lost, damaged, or destroyed by any cause or means whatsoever, the Contractor shall satisfactorily repair and replace the same at his/her own cost. The Contractor shall maintain suitable and sufficient guards and barriers, and at night, suitable and sufficient lights for the prevention of accidents.

ASSIGNMENT OF CONTRACT

Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by the Contractor without the prior written approval of the Owner.

INSURANCE

(Refer to Bid Document).

ANNULMENT OF CONTRACT

If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of said work, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall be insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him/her unsatisfied for a period of 48 hours, or shall make an assignment for the benefit of creditors or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Inspector may give notice in writing to the Contractor and his/her Surety, of such delay, neglect or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the party of the first part shall upon written certificate from the Inspector of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on

the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in his/her opinion shall be required for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in his/her opinion shall be required for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the costs of completing the work under Contract, shall be deducted from any monies due or which may become due from said Contractor. In case the expense so incurred by the Owner be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the party of the first part the amount of said excess.

If a Cash Bond were furnished in lieu of a Surety Bond, the Contractor shall be solely liable and reference herein to joint liability between the Contractor and the Surety shall be deleted and all expenses incurred by the Owner under the conditions stipulated in this Article shall be recovered from the Contractor by enforcing the provisions of the Cash Bond.

NOTICE TO PROCEED

For Contracts wherein a specified number of days for completion is stated in the Bid Form, the effective date of the "Notice to Proceed with Contract Work" will be established during the Prewrite Conference which is held shortly after the Award of Contract and which is attended by the Owner, Owner's Agents, Inspector, Engineer, Contractor, representatives of utility companies, and others affected by the work; provided however, that the aforementioned effective date shall be set as a date not later than twenty (20) calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon.

COMMENCEMENT, DELAYS, AND COMPLETION OF WORK

After complete and final execution of the Contract, and after reconciliation of any details or conditions which may directly or indirectly interfere or conflict with work of the Contract, the Inspector will issue a "Notice to Proceed with Contract Work," to the Contractor. The effective date on which work of the Contract is officially authorized to commence will be established and stated in said Notice and the Contractor shall commence work on said date.

If the Contractor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his/her control, the time for completion of the work may be extended upon recommendation of the Inspector and approval by the Owner or Owner's Agent. Requests for an extension of time must be submitted in writing to the Inspector within ten (10) days from the beginning of such delay. Extensions of time cannot legally be approved unless the written request is submitted in time to permit it to be acted upon before the Contract expiration date. To allow sufficient time for administrative procedures required to obtain action by the Owner, all requests for extensions of time must be received by the Inspector at least thirty (30) calendar days prior to Contract expiration date.

Liquidated damages resulting from factors beyond the control of the Contractor which occur too late to allow time for action by the Owner, granting of an approved extension of time may be waived by the Owner. However, the said waiver shall be granted only when the Inspector determines that the delay is beyond the control of the Contractor, and in this event the Contractor

shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due:

- A. To any order duly issued by the Owner changing the Contractor's approved work schedule;
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- C. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subparagraph (A) and (B) above:

Provided further that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Inspector, in writing, of the causes of the delay, the Inspector shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of a decision in the matter.

The Contractor shall assume all risks resulting from delays except that should the Owner, by act or omission, cause delays which result in actual loss to the Contractor, reimbursement thereof will be adjusted and allowed by the Owner only after being notified in writing by the Contractor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed the Contractor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Contractors on the same work, or by times, seasons or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

If the Contractor fails to complete the work within the time limit, and if the Owner should nevertheless permit the Contractor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Contractor for damages arising from noncompletion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Contractor.

MATERIALS AND SUPPLIES

It is understood and agreed by and between the parties hereto that the materials to be used in any work performed under this Contract and Specifications, with the exception of structural metal work, machinery and treated lumber, shall be purchased to the extent possible from or through merchants of Dade County, Florida.

Only such unmanufactured articles, materials and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials and supplies as have been manufactured in the United States of America substantially all from articles, materials, or supplies produced or manufactured, as the case may be, in the United States of America shall be employed under this Contract in the construction of the project.

"OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article, or equipment so proposed is, in the opinion of the Inspector, equal in substance, quality and function. It shall not be purchased or installed by the Contractor without the Inspector prior written approval.

PLANS AND WORKING DRAWINGS

Certain Plans supplied by the Owner accompany and supplement and these Contract Documents. The Owner, through its Inspector, shall have the right to modify the details of these Plans, to supplement these Plans with additional Plans or with additional information as the work proceeds, all of which shall be considered as Plans accompanying these Specifications herein generally referred to as the "Plans." In case of disagreement between the Plans and Specifications, the Specifications shall govern. The Contractor shall prepare whatever detailed Working Drawings are necessary to enable him to fabricate, erect and construct all parts of the work in conformity with the Plans and Specifications. Working Drawings shall include Shop Drawings and Erection Diagrams for structural steel. Working Drawings shall be submitted to the Inspector in quintuplicate; two sets will be returned to the Contractor approved or showing the changes or corrections required; if changes or corrections are required, five copies shall be resubmitted until they are approved. The Contractor shall report any errors found in the Drawings to the Inspector, who will make or approve necessary corrections. The Owner shall not be responsible for errors of Contractor's Drawings, even though approved, or for minor errors or minor discrepancies of the Inspector's Drawings. Payment for Working Drawings, revisions thereof, and for copies furnished, shall be included in the amounts bid for materials or work. The Contractor shall furnish as many sets of paper blueprint copies of Working Drawings as the Owner and the Inspector may need for the work. The Contractor should allow a minimum of fourteen (14) calendar days for the Owner's approval of Shop Drawings.

EXPLOSIVES

No blasting shall be done except upon prior approval and under specific direction by the Inspector. When the use of explosives is approved by the Inspector as necessary for the execution of the work, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES," and shall be in care of competent watch persons. The Contractor shall secure the proper permits for blasting from the Dade County Public Safety Department, and only personnel approved by the above department shall handle explosives. The Contractor shall assume all responsibility for damages caused by explosives.

SUBCONTRACTS

The Contractor is as fully responsible to the Owner for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by said subcontractor, as h/she is for the acts and omissions of persons directly employed by him/her. Nothing contained

in the Contract Documents shall create any contractual relations between any subcontractor and the Owner or the Inspector.

FINAL CLEANING UP

Upon completion of the work specified herein and before acceptance and final payment shall be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily. Material and debris shall be deposited in legal areas provided by the Contractor.

BIDDER QUALIFICATIONS

The Bidder shall have a current Dade County Certificate of Competency, which shall indicate the Bidder's qualifications to perform the section(s) of work for which bids have been submitted, and shall have a current and valid Occupational License from Dade County.

WORK COORDINATION

The Contractor shall arrange and schedule the work so as to limit any interference with the vehicular traffic in the area of construction, and shall be solely responsible for the safety of all employees and others who are allowed by the Contractor into the construction area, as well as be responsible for the security of the Contractor's tools and construction materials during the progress of this work.

Each Contractor shall be held responsible for any damage done by him/her or his/her agents to the work performed by others.

The Contractor shall assure that all superintendents, foremen and workers must have sufficient skill and experience for proper performance of the work assigned to them. All workers engaged in special work, or skilled work or in any trade, shall have had sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the Specifications, or the Inspector may take action as prescribed below.

Whenever the Inspector shall determine that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon note, be discharge from the work and shall not again be employed on it except with the written consent of the Inspector. Should the Contractor fail to remove such person or persons, the Inspector may withhold all estimates which are or may become due, or may suspend the work until such orders are complied with. The Contractor shall protect, defend, indemnify and hold the Owner and the Inspector, their agents, officials and employees harmless from any and all claims, actions, or suits arising from such removal, discharges or suspension of employees.

EXISTING CONDITIONS

The Drawings for this project included utility information from various sources; therefore, locations and elevations of existing structures, piping, valves, etc. are not guaranteed. It shall be the Contractor's responsibility to locate all existing facilities prior to ordering materials or

starting construction and shall coordinate with the Inspector and desirable changes to expedite the Contract.

It is to be particularly understood that continuity of utility services, non-interference with operation or other construction, and minimum interference with normal travel, and safety of all utility plants and equipment and personnel, as well as the safety and well being of the general public, shall be given prime consideration, and that the decisions of the Inspector shall be followed in all matters relating thereto. Special attention is drawn to the fact that access to residential and commercial properties abutting must be maintained at close to existing levels of service. Should the Contractor fail to observe such requirements, or to provide the necessary and proper safeguards against accidents or damage, the Owner shall, upon the advice of the Inspector and without further notice, have the right to provide same or repair the damage and deduct the cost of same from the Contract or to suspend work under this Contract until such deficiencies are satisfactorily remedied, or to cancel the Contract and complete same with his/her own force as may be deemed advisable, at the Contractor's expense.

MEASUREMENT AND PAYMENT

The Contractor will be paid on the basis of the completed installation and all cost of materials, labor, equipment, supervision as well as all other costs required for a complete installation, shall be furnished by the Contractor. Payment shall be made only on the items included in the Bid Proposal, and all job costs shall be included in these Bid items.

Periodic Progress payments shall be accepted not less than every thirty (30) days.

CONTRACTORS AFFIDAVIT OF PAYMENT – Prior to receipt of periodic partial payments the Contractor shall certify that all subcontractors having an interest in the Contract, have received their prorate share of previous periodic payments from the prime Contractor for all work completed and materials furnished. The term "Subcontractor" as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the City of Hialeah.

SUBMIT BIDS TO:		CITY COUNCIL CITY OF HIALEAH 501 PALM AVENUE HIALEAH, FL 33010		CITY OF HIALEAH INVITATION TO BID TERM CONTRACT Bidder Acknowledgment	
Page 1 of 3	Telephone Number (305) 883-5846	Mailing Date 5/14/12	Bid No. 2012/13-3210-00-039		
Bid will be opened: JUNE 11, 2012 And may not be withdrawn within 30 DAYS after such date and time 11:00 A.M.		Bid Title Reconstruction of E 7 Ave from E 19th St to E 21st ST & E 19th St & E 20th St from E 7th Ave to E 8th Ave			
All awards made as a result of this bid shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances			Reason for "no bid"		
NAME OF VENDOR		AREA CODE	TELEPHONE NUMBER		
MAILING ADDRESS		BUSINESS ADDRESS			
CITY - STATE - ZIP CODE		WHEN REQUIRED, BOND OR CASHIER'S OR CERTIFIED CHECK IS ATTACHED IN THE AMOUNT OF \$ _____			
I certify that this bid is made without prior understanding agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and with-out collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.					
		_____ AUTHORIZED SIGNATURE (MANUAL)			
		_____ AUTHORIZED SIGNATURE (TYPED) TITLE			

GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope) The face of the envelope shall contain, in addition the above address, the date and time of bid opening and the bid title. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must contain a manual signature of authorize representative in the space provided above the company name and bid title must also appear on each page of the bid as required.
- NO BID:** If not submitting a bid, respond by returning this form, marking it "No Bid", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the bid mailing list. Note: To qualify as a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.
- BID OPENING:** Shall be at a public opening commencing at the regular time and date specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. Bid files may be examined during normal working hours by appointment.
- PROOF OF CAPABILITY:** The bidder may be required before the award of any contract, to show to the complete satisfaction of the City Council that he has the necessary facilities, ability and financial resources to perform the bid requirements in a satisfactory manner and he may be required to show past history and references which will enable the City Council to satisfy itself as to his qualifications
- PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the bidder uses any design, device, or materials covered, by letter, patent or copyright, if is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.
- RATE OF WAGES:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor or subcontractor, shall not be less than the prevailing rate of wages for similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.

7. **PRICES TERMS AND PAYMENT:** Firm prices shall be quoted: typed or printed in ink and include all packing, handling and shipping charges, unless otherwise stipulated. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
- (a) **TAXES:** A bidder or proposer shall include all applicable taxes in its bid or proposal. A bidder or proposer will not be excused from payment of state sales or transportation taxes or other applicable taxes, unless the bid form specifically provides for an option for a bidder or proposer to claim a tax exemption. A bidder or proposer shall not base a bid or proposal price on an assumption that that the City will utilize its tax exemption to purchase or order materials, equipment, etc. Any tax liability or tax payment resulting from any determination or interpretation of any law, rule, regulation or opinion is the sole responsibility of the bidder or proposer.
- (b) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment: however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
- (d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers, where applicable, shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- (e) **SHIPPING CHARGES:** When items are to be delivered or shipped to the City of Hialeah, bid shall reflect that these items are F.O.B. destination.
- (f) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- (g) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of a properly certified invoice to the ordering agency at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods. Contractor(s) shall insure that the invoice is legible, submitted with the correct price(s) and include the purchase order number.
8. **MANUFACTURES' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications. **YOUR BID, LACKING ANY WRITTEN INDICATION OF INTENT TO QUOTE AN ALTERNATE BRAND, WILL BE RECEIVED AND CONSIDERED AS A QUOTATION IN COMPLETE COMPLIANCE WITH THE SPECIFICATIONS.**
9. **AWARDS** As the best interest of the City may require the right is reserved to make award(s) by individual item, groups of items, all or none, or a combination thereof, to reject any and all bids or waive any minor informality or technicality in bids received
10. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the spaces provided on the bid form. Further as may be specified elsewhere, each bidder must submit with his proposal cuts, sketches, and descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with these requirements are subject to rejection.
11. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and title. Failure to comply with this condition will result in bidder waiving his right to dispute the bid specifications.
12. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
13. **SAMPLES:** Samples of items, when called for must be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders name, manufacturer's brand name and number, bid title and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Hialeah.
14. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date (s) in bid, purchase order or specifications may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
- (a) Supplier's name being removed from the City's vendor mailing list.
- (b) All City departments being advised not to do business with the supplier without written approval from City Purchasing.
15. **INSPECTION ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering department of the City, unless loss or damage results from negligence by the City.
16. **RESTRICTIONS:** In the event any restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item(s) or services offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify City Purchasing at once, indicating in his letter the specific regulation which requires an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City
17. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Hialeah.
18. **CANCELLATION:** All contract obligations shall prevail until the end of each City fiscal year, September 30th. For the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

19. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal quantity requirements arise, the City reserves the right to solicit separate bids thereon. Such bids shall be solicited only upon prior approval of City Purchasing.
20. **EXTENTION:** The City reserves the option to extend the period of this contract or any portion thereof, for an additional contract period. Extension of the contract period shall be by mutual agreement in writing.
21. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results there from as a part of any commercial advertising.
22. **SUMMARY OF TOTAL SALES:** The bidder agrees to furnish City Purchasing a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions. Written justification must be submitted with this bid if this requirement cannot be met.
23. **LIABILITY:** The supplier shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
24. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this invitation to Bid, General Conditions.
25. **SPECIFICATION SILENCE:** Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretation of the Specifications shall be made upon this statement.
26. **CONDUCT OF OPERATIONS:** If providing maintenance service, the contractor shall conduct its operation in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to the public; keep the sound level of its operation as low as practicable; and within reason, control the conduct and appearance of its employees, invitees and of those doing business with it. Upon objection from the City concerning conduct, demeanor and appearance of any persons, the contractor shall immediately take all reasonable steps to remove the cause of the objection.
27. **ASSIGNMENT OF ANTI-TRUST CLAIMS TO CITY:** Bidders who are dealers, distributors, etc. and who are offering commodities manufactured by others shall complete the attached assignment form and return it with their bid. Failure to agree to this assignment shall subject the bid to rejection.

NOTE: THE GENERAL CONDITIONS, AS ITEMIZED, AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE CITY OF HIALEAH, AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES, AND THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE BIDDER AS ARE CONTAINED HEREIN.

CITY OF HIALEAH

CONTRACT/PURCHASE ORDER NUMBER

BID NO: _____

BY: _____

BID TITLE: _____

DATE: _____

EFFECTIVE: _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partner, own agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to sub a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, or to fix any overhead, profit or cost element of the Bid price or the Bid price any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Hialeah** (Local Public Agency) or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name) _____

Subscribed and sworn to before me

(Title)

This ____ day of _____, 200 ____

Title _____

(Title)

My commission expires _____

**PURCHASING DIVISION
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

I _____ being first duly sworn, state:

The full legal name and business address* of the person or entity contracting or transacting business with the City of Hialeah are:

Phone Number: _____ Fax Number: _____

If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. All such names and addresses are:

The full legal names and business address* of any other individual (other) than subcontractors, material men, suppliers, laborers, or lenders who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

Tax ID Number (F.E.I.N) or Social Security Number: _____ - _____

PROOF OF CORPORATE STATUS

Please provide proof of corporate status. All vendors and bidders must be an active corporation in good standing in the State of Florida or any other State. If incorporated in a State other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. This requirement also applies to limited liability companies, partnerships, limited partnerships, joint-ventures, etc.

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known __ or Produced Identification ____

Type of Identification Produced _____

****Post office box addresses are not acceptable.**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 200_____.

Personally known _____

OR Produced Identification _____

(Type of identification)

Notary Public - State of _____

(Printed typed or stamped
commissioned name of notary public)

ASSIGNMENT

For, and in recognition of, good and valuable considerations, receipt of which is hereby acknowledged, _____,

Company Name

acting herein by and through _____,

Individual Name

its _____ and duly authorized agent,

Title of Individual's Position

hereby conveys, sells, assigns and transfers to the City of Hialeah, Florida all rights, title and interest in and to all cause of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the City of Hialeah, Florida pursuant to _____

Identity of City Contract

Date

Name

Signature

Title

Name of Company

Reconstruction of E 7 Ave frm E 19th St to E 21st ST & E 19th

St & E 20th St frm E 7th Ave to E 8th Ave

INVITATION TO BID NO.

(2012/13-3210-00-039)

PROPOSAL

The base bid consists if the construction of the above named project, complete as indicated on the Drawings and on the specifications; to include all expenses incurred in performing the Work described.

TOTAL AMOUNT OF CONTRACT..... \$

UNIT PRICE..... \$

BIDDER'S NAME (Print or Type)

TITLE

ADDRESS

TELEPHONE NUMBER

The Bidder acknowledges receipt of the following addendum.

AMENDMENT NUMBER

DATE

BID FORMS

CONTRACTOR'S NAME:

BID TABULATION FORM
FOR THE RECONSTRUCTION OF
EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET,
AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE
CITY OF HIALEAH
(ROADWAY)

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1		
2	MAINTENANCE OF TRAFFIC	LS	1		
3	CLEARING AND GRUBBING	LS	1		
4	REGULAR EXCAVATION (INCLUDES GRADING)	CY	3,265		
5	TYPE "B" STABILIZATION 12" (LBR OF 40)	SY	6,439		
6	LIMEROCK MATERIAL FOR BASE (PRIMED) (6" THICK FOR SHOULDER)	SY	332		
7	LIMEROCK MATERIAL FOR BASE (PRIMED) (8" THICK FOR ROADWAY)	SY	5,046		
8	BITUMINOUS MATERIAL (TACK COAT)	GAL	269		
9	TYPE "S" ASPHALTIC CONCRETE (2" ROADWAY, 1" RESURFACE)	TON	673		
10	FRENCH DRAIN (18" PIPE) (PERFORATED)	LF	1,059		
11	18" PIPE CULVERT (STORM SEWER)	LF	754		
12	INLET TYPE C	EA	7		
13	INLET VALLEY GUTTER (USP 3-16.1 W/ USF 5112-6143)	EA	5		
14	INLET TYPE P-4	EA	2		

CONTRACTOR'S NAME:

BID TABULATION FORM
FOR THE RECONSTRUCTION OF
EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET,
AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE
CITY OF HIALEAH
(ROADWAY)

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
15	INLET TYPE P-9	EA	5		
16	MANHOLE TYPE P-7	EA	2		
17	CONCRETE CURB AND GUTTER TYPE "F"	LF	3,227		
18	CONCRETE CURB TYPE "D"	LF	501		
19	CONCRETE VALLEY GUTTER (2')	LF	391		
20	CONCRETE SIDEWALK (4" THICK) INCLUDING PEDESTRIAN RAMPS	SY	1,406		
21	CONCRETE SIDEWALK (6" THICK)	SY	2,276		
22	SODDING (PENSACOLA BAHIA) (2 APPLICATIONS OF WATER INCL. AT STD. RATE)	SY	2,740		
23	ADJUSTMENT OF EXISTING UTILITY MANHOLES TO REMAIN	EA	7		
24	ADJUSTMENT OF EXISTING UTILITY VALVES TO REMAIN	EA	2		
25	DRAINAGE AS-BUILT PLANS	LS	1		

BID TABULATION FORM
FOR THE RECONSTRUCTION OF
EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET,
AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE
CITY OF HIALEAH
(ROADWAY)

**** DOES NOT INCLUDE COST OF UTILITY RELOCATION**

CONTRACTOR'S NAME:

**BID TABULATION FORM
FOR THE RECONSTRUCTION OF
EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET,
AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE
CITY OF HIALEAH
(ROADWAY)
(PAVEMENT MARKINGS)**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	SIGN SINGLE POST (LESS THAN 12 SF)	AS	15		
2	SINGLE POST SIGN, REMOVE	AS	11		
3	REFLECTIVE PAVEMENT MARKER	EA	31		
4	TRAFFIC STRIPE SOLID (12" WHITE)	LF	320		

BID TABULATION FORM
FOR THE RECONSTRUCTION OF
EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET,
AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE
CITY OF HIALEAH
(ROADWAY)
(PAVEMENT MARKINGS)

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
5	TRAFFIC STRIPE SOLID (24" WHITE)	LF	112		
6	TRAFFIC STRIPE SOLID (6" YELLOW)	NM	0.213		
7	TRAFFIC STRIPE SKIP (10'-30') (6" YELLOW)	GM	0.053		
	TOTAL SIGNING & PAVEMENT MARKING				

CONTRACTOR'S NAME:

BID TABULATION FORM
FOR THE RECONSTRUCTION OF
EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET,
AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE
CITY OF HIALEAH
(ROADWAY)
(ROADWAY LIGHTING)

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	THWN # 6 COPPER CONDUCTOR	LF	5,200		
2	2" PVC SCHEDULE 40 CONDUIT	LF	1,730		
3	REMOVAL OF EXISTING LIGHTS BY F.P.L.	EA	4		
4	400 WATT (480 V) HIGH PRESSURE SODIUM VAPOR LUMINAIRE WITH CLAMP	EA	9		
5	PULL BOX (INCLUDING GROUND ROD COMPLETE WITH CLAMP & CONCRETE LID)	EA	13		
6	LIGHTING POLE COMPLETE (ALUMINUM) (45 FT MOUNTING HEIGHT)	EA	9		
7	LOAD CENTER (INCLUDES SWITCH, GROUND RODS, WIRES AND CONDUITS AT SERVICE POINT)	EA	1		
	TOTAL ROADWAY LIGHTING				
	GRAND TOTAL				

INVITATION TO BID NO. 2012/13-3210-00-039

The undersigned further agrees to perform all necessary "Extra Work", as provided for in the General Provisions and to execute a Contract within ten (10) calendar days after the date on which the notice of award has been given and to begin work with an adequate force and equipment within 20 calendar days from the date of said execution of Contract and to fully complete all work awarded under the same within not more than 180 calendar days from the date of said execution of contract and also to furnish a sufficient and satisfactory bond in the sum of not less than (100%) one hundred percent of the contract price of the work as indicated by the approximate quantities show herein.

The undersigned further agrees to bear full cost of maintaining all work until the final acceptance, as provided in the General Provisions.

Accompanying this proposal is a Bid Bond made payable to the City Clerk, City of Hialeah, Florida in the sum of

_____ Dollars \$ _____

Bid Bond is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned shall fail to execute the Contract under the conditions of this Proposal; otherwise, said Bid Bond is to be returned to the undersigned upon the delivery of Satisfactory Bond.

Signature & Title _____

Address _____

Telephone Number _____

Signature & Title _____

Address _____

Telephone Number _____

Signature & Title _____

Address _____

Telephone Number _____

CONTRACTOR'S QUESTIONNAIRE

Submitted to the City of Hialeah Economic and Community Development Office:

By: _____

Principal Office: _____

How many years has your organization been in business as a General Contractor under your present business name?: _____

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract?: _____

State of Florida occupational license-state type and number: _____

Dade County certificate of competency-state type and number: _____

City of Hialeah occupation license-state type and number: _____

Federal ID #: _____

Include copies of above licenses and certificates with proposal.

How many years experience in similar work has your organization had?

(A) As a General Contractor: _____

(B) As a Sub-Contractor: _____

(C) What contracts has your organization completed?

Contract Amount	Class of Work	When Completed	Name & address of Owner
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? _____

If so, where and why?: _____

Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?: _____

If so, state name of individual, name of owner, and reason thereof:

In what other lines of business are you financially interested or engaged?:

Give references as to experience, ability, and financial standing:

What equipment do you own that is available for the proposed work and where located?: _____

Financial Statement: _____

What bank(s) have you arranged to do business with during the course of the Contract should it be awarded to you?: _____

I HEREBY CERTIFY that the above answers are true and correct.

(Seal)

(Seal)

LIQUIDATED DAMAGES: IN CASE OF FAILURE ON THE PART OF CONTRACTOR TO COMPLETE ANY SECTION OF THE WORK WITHIN THE TIME FIXED IN THE BID FORM OR ANY EXTENSIONS THEREOF, THE CONTRACTOR SHALL PAY TO THE OWNER AS LIQUIDATED DAMAGES THE SUM OF ONE HUNDRED DOLLARS (\$100.00 FOR EACH CALENDAR DAY OF DELAY THAT THE WORK IS INCOMPLETE. NOTE: ALL SIGNATURES REQUIRED BY LAW SHALL BE PROVIDED. PLEASE TYPE LEGAL NAMES AND TITLES.

WHEN THE CONTRACTOR IS A CORPORATION

ATTEST:

SECRETARY _____

LEGAL NAME OF CORPORATION _____

LEGAL NAME _____

SIGNATURE _____

(CORPORATE SEAL)

LEGAL NAME AND TITLE _____

WHEN THE CONTRACTOR IS AN INDIVIDUAL

ATTEST:

WITNESS _____

SIGNATURE _____

WITNESS _____

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME

ATTEST:

WITNESS _____

LEGAL NAME OF FIRM _____

WITNESS _____

SIGNATURE _____

LEGAL NAME AND TITLE _____

WHEN THE CONTRACTOR IS A PARTNERSHIP

ATTEST:

WITNESS _____

LEGAL NAME OF PARTNERSHIP _____

WITNESS _____

SIGNATURE _____

LEGAL NAME AND TITLE
(SEAL)

SIGNATURE _____

LEGAL NAME AND TITLE _____

CORPORATE PRINCIPAL
CERTIFICATION

I, _____, certify that I am the Secretary of the corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF DADE) ss
CITY OF HIALEAH)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared:

to me well known, who being by me first duly sworn upon oath, says he is the attorney-in-fact for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of City of Hialeah, Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____, 19____, A.D.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES

INSURANCE REQUIREMENTS

See Insurance Check List for applicability to this contract.

The contractor shall be responsible for his work and every part thereof, for all materials, tools, appliances and property of every description, connection therewith. He shall specifically and distinctly assume, all risks of damage or injury to property or persons used or employee on or in connection with the work and of all damage or injury to any person property wherever located, resulting from any action or operation under contract or in connection with the work.

The contractor shall, during the continuance of the work under this contract including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work.

Any additional coverage(s) required as indicated on Insurance Check List are part of this contract.

Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least A:X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement to save and hold harmless the City from any liability or damage whatsoever in accordance with the following form endorsement which forms a part of this contract.

When naming the City of Hialeah as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

ENDORSEMENT

The insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Hialeah, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence with an aggregate of \$1,000,000 per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omissions or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Hialeah, its officers, agents, and employees, as determined by court of competent jurisdiction. The contractor shall specifically and distinctly assume all responsibility for reporting any and all operations performed or to be performed under any existing contract made by or on behalf of the assured and the City of Hialeah.

It is understood and agreed that _____ (Firm Name) is at all times herein acting as an independent contractor.

Original, signed Certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the contractor, before work is started, with the City of Hialeah. The certificate must state Bid Number and Title.

Products and Completed Operations Liability shall be provided for as stated in the Insurance Check List.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Hialeah.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under this heading or under any other Section of Provisions of this contract.

The minimum limits of General Liability Insurance are prescribed as follows:

1. GENERAL LIABILITY

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

2. CONTRACTUAL LIABILITY

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

3. UMBRELLA EXCESS LIABILITY

(including Primary Coverage's)

The minimum limits of Automobile Liability Insurance are prescribed as follows:

\$100,000 for injury to one person \$50,000 per occurrence
\$300,000 per occurrence

The contractor shall take note of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent.

The City shall be named as additional insured on the (Automobile and General Liability) policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possess.

SUPERVISION

Contractual and any other Liability Insurance provided under this contract shall not contain a supervision, inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibility as to the control of persons directly employed by him and of the subcontractor and persons employed by the subcontractor.

CONTRACTS

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them, as he is, for acts and omissions of persons directly employed by him.

PROTECTION

Precaution shall be exercised at all times for the protection of persons, including employees and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the contractor during the term of the contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

INSURANCE EXCEPTION

If bidder does not meet the insurance requirements of the specification, alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

An Owners Protective Policy in the name of the City of Hialeah shall designate this specific Contractor and identify this job at its location, and state by endorsement that this coverage is provided specifically for this job only. **LIMITS OF COVERAGE \$ 1,000,000.**

Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to:

- a. Excavation (including burrowing, filling or back-filling in connection therewith), tunneling, pile driving, cofferdam work or caisson work, or;
- b. Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

Property Damage Liability for:

- a. Injury to or destruction of wires, conduits, pipes, mains, sewers to other similar property or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling in streets or highways or,
- b. Injury to or destruction of property at any time resulting therefrom. The term "streets" includes alleys. In determining where a street or highway ends, all of the lane up to privately owned land shall be considered a street.

Broad Form Property Damage Liability Coverage Including Completed Operations

The insurance for property damage liability applies, subject to the following additional provisions:

1. To property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
2. Except with respect a liability under a written sidetrack agreement or the use of elevators.
 - a. To property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.
 - b. To tools or equipment while being used by the insured in performing his operations.
 - c. To property in the custody of the insured which is to be installed, erected or used in construction by the insured.
 - d. To that particular part of any property, not on premises owned by or rented to the insured.
 - (i) Upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or,
 - (ii) Out of which any property damage arises or,
 - (iii) The restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured.
3. With respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as including completed operations.

To property damage by work performed by the name insured arising out of such work or any portion thereof, or out of such materials, part or equipment furnished in connection therewith.

The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage and the other insurance condition of the policy is amended accordingly.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under this policy shall not restrict the coverage provided by this policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

CERTIFICATE OF INSURANCE

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

OUT-OF-STATE NON-RESIDENT AGENT

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

SMALL DEDUCTIBLE POLICIES

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

INSURANCE CHECK LIST

BID NO. 2012/13-3210-00-039

INSURANCE	LIMITS
<u> X </u> 1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA.
<u> X </u> 2. GENERAL LIABILITY PREMISES OPERATIONS (M&C OR OL&T ARE REQUIRED) INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY	<u>BODILY INJURY PROPERTY DAMAGE</u> \$1,000,000 SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE.
<u> X </u> 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
<u> X </u> 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS	\$1,000,000 SINGLE LIMIT BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u> X </u> 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	\$100/300,000 \$50,000 EACH OCCURRENCE
<u> </u> 6. UMBRELLA LIABILITY	\$1,000,000 INCLUDING PRIMARY COVERAGE
<u> </u> 7. GARAGE LIABILITY	\$100/300,000 \$50,000 EACH OCCURRENCE
<u> </u> 8. GARAGE KEEPER'S LEGAL LIABILITY	\$50,000 EACH OCCURRENCE
<u> X </u> 9. THE CITY MUST BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE <u>AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE.</u> "THESE COVERAGES ARE PRIMARY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
<u> </u> 10. TEACHERS PROFESSIONAL LIABILITY	\$100/300,000 \$50,000 EACH OCCURRENCE
<u> </u> 11. DRAM SHOP EXCLUSION DELETED AND LIQUOR LIABILITY WILL BE PROVIDED	
<u> </u> 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT	

SECTION II
SPECIFICATIONS AND SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR

EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET, AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE.

1. GENERAL

The applicable portions of the 1991 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and its supplements with changes pertaining thereto, as amended by the General Specifications and the following Special Provisions; all are hereby made a part of this Contract. All testing, as required, shall be the responsibility of the Contractor, who shall submit test results to the City Inspector for his approval. Further, the applicable portions of the SOUTH FLORIDA BUILDING CODE and the PUBLIC WORKS MANUAL OF METROPOLITAN DADE COUNTY, shall apply to this project.

Unless otherwise noted, all page references in the Special Provisions refer to the Florida Department of TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2. LOCATION OF WORK

The area where the work is to be performed is **EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET, AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE.** The exact location and limits of construction are shown in the plans accompanying these contract documents.

3. SCOPE OF WORK

The work proposed under this contract consists of furnishing all supervision, labor, materials, equipment, tools and any incidentals necessary to perform all operations for roadway reconstruction to consist of a two-lane road with parking, concrete pavement, concrete pavers, curb and gutter, valley gutter, sidewalk, exfiltration drainage system, sodding, pavement markings, signing, roadway lighting, and miscellaneous roadway and traffic signal items.

4. PLANS

Plans accompanying these contract documents are entitled **EAST 7th AVENUE FROM EAST 19th STREET TO EAST 21st STREET, AND EAST 19th STREET AND EAST 20th STREET FROM EAST 7th AVENUE TO EAST 8th AVENUE. ROADWAY IMPROVEMENT PROGRAM.**

5. PERMITS AND LICENSES

PAGE 45, SECTION 7-2.1 - GENERAL: This subarticle is amended to include the following: Permits, which are issued by CITY OF HIALEAH STREET DIVISION, for construction within the public right-of-way, will be issued at no cost to the Contractor.

Additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor.

6. LIMITATIONS OF OPERATIONS

PAGE 62, SECTION 8-4.1 - NIGHT WORK: Add the following to this subarticle:

No work shall be done at all on Sunday or any day between the hours of 10:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed, or, except that permission to do such work may be secured from the City Inspector.

7. PROJECT SIGN

The Contractor shall construct signs in accordance with the sketch attached to these contract documents. The signs shall be constructed of 3/4-inch Marine Plywood, newly painted and lettered according to the accompanying sketch. The signs shall be painted and lettered in accordance with professional outdoor sign painting standards as to layout, symmetry, proportion, clarity, neatness and use of weather-resistant colors and materials. The Contractor shall place the signs, securely braced and mounted, as directed by the City Inspector. All materials, except for decals as applicable, shall be provided by the Contractor and the signs shall remain the property of the Contractor at the completion of the Contract. No work shall commence until the project signs are secured in place.

No separate payment will be made for the project signs.

8. FIELD OFFICE

Field office will not be needed.

9. SITE INVESTIGATION

PAGE 9, SECTION 2-4 - EXAMINATION OF PLANS, ETC.: This article is expanded to include the following:

The Contractor, by virtue of signing the Contract, acknowledges that he/she and all his/her subcontractors have satisfied themselves as to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation and traffic maintenance; disposal, handling and storage of materials and access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the Contractor to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if he/she is awarded the Contract.

10. PERFORMANCE OF WORK

PAGE 29, SECTION 5-8.2 - CONTRACTOR'S SUPERINTENDENT: This sub-article is expanded to include the following:

The Contractor will furnish a qualified superintendent who will be present at all times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plan shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work as set

forth in the Plans and Specifications. The plan and all operations shall be subject to inspection by the City Inspector at all times. The Contractor shall submit for approval by the City Inspector a description of the type of materials and equipment to be used; and the method or procedure to be used in the performance of the work.

11. RESTORATION OF PROPERTY

PAGE 49, SECTION 7-11 - PRESERVATION OF PROPERTY: This subarticle is expanded to include:

Property public or private - if damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City Inspector, prior to the final acceptance of the work. Such facilities shall include, but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, footings or underground utilities.

NOTE: All street name signs shall remain in place during the period of construction except those that are required to be relocated due to interference with the actual construction. All signs that are relocated or damaged by the Contractor during the course of the work shall be re-installed or replaced at the proper location, as soon as possible by the Contractor.

Prior to the removal of any traffic control signs that interfere with the construction, the Contractor shall provide temporary signing or other provisions to assure a continuous flow of traffic under at least the same conditions as previously existed.

All signs that are found to be unserviceable shall be reported to the City of Hialeah Streets Division.

12. UTILITIES

PAGE 51, SECTION 7-11.6 - UTILITIES: This subarticle is expanded to include:

The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. The utility companies will provide the Contractor with updates of their schedules for completing relocation work at the Preconstruction Conference. The Contractor shall incorporate these schedules into this sequence of construction.

The relocation work required by the City of Hialeah Department of Water and Sewer will be performed during the phase of the Contractors operation which is effected by the conflict. The City of Hialeah Department of Water and Sewer reserves the right to replace facilities during the contract period. The replacement of City owned facilities will be scheduled to occur between roadway excavation and stabilization operations. The Contractors shall cooperate with the Department of Water and Sewers to coordinate this work, no additional compensation will be provided for this coordination. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," the Contractor, nevertheless, shall commence work under this Contract, and shall schedule the work to avoid interference with the utility relocation work. The City will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the City be held responsible for any damages to any utilities due to any actions by the Contractor. The Contractor shall install and maintain staking at the R/W limits to locate utility facilities. Staking shall be installed as utilities are located and maintained for the project duration.

NOTE: The Contractor shall contact the Underground Notification Center (1-800-432-4770) and the Underground Notification for Florida Power and Light Company (305-347-3900) at least forty-eight (48) hours prior to commencing any trenching or excavation on this project.

15. PREWORK CONFERENCE

PAGE 62, SECTION 8-3.5 - PRECONSTRUCTION CONFERENCE: This sub-article is expanded to include:

After the award of contract and prior to the issuance of the "Notice to Proceed," a Pework Conference will be held with the Contractors, members of the Street Division and other City of Hialeah Agencies, representatives of Utility Companies, and other contractors affected by the work. The time and place of this conference will be set by the Street Division.

At the Pework Conference, the Contractor must provide two copies of a detailed construction scheduling program showing the proposed starting and completion dates for each work classification or bid item. The work classification should be sub-divided to the extent necessary to provide adequate detail and shall also include such items as mobilization, shop drawing review, delivery of signal and lighting equipment if applicable, etc.

16. AWARD OF CONTRACT AND TIME FOR COMPLETION

The award of contract, if it be awarded, shall be to the qualified bidder submitting the lowest bid, whose proposal complies with all the requirements necessary to render it formal.

All work under the terms of this contract shall be completed within the number of calendar days indicated in the bid form of the proposal, dating from the effective date of the "Notice to Proceed."

17. TEST RESULTS

The City assumes no responsibility for the accuracy of the test results as shown in the plans. They are included only as a general indication of the materials likely to be found adjacent to the holes bored at the site of the proposed work. The Contractor shall examine these data and interpret the subsoil investigation and other preliminary data, and the bid shall be based on the contractor's opinion of the conditions likely to be encountered. The proposal the bidder submits shall be considered "prima facie" evidence that the bidder has made an examination as described in Section 2, Article 4 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

18. PAYMENT ADJUSTMENT - BITUMINOUS MATERIAL

PAGE 74, SECTION 9-2.1 - ITEMS INCLUDED IN PAYMENT: This subarticle is expanded as follows:

The bid unit price for bituminous materials (asphaltic concrete, prime and tack coat) will be adjusted to reflect changes, both increase and decrease, in the asphalt price index, based on the average of the current bituminous materials prices at Port Everglades, from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of bituminous materials. This adjustment will be made in accordance with the following

criteria:

- .01 Price adjustment will apply only to the price of bituminous material, based on the above mentioned asphalt price index and will not reflect variations in the cost of transportation from the terminal to the job site, cost of aggregates or any other factors involved in the composition of pricing of asphalt.
- .02 Price adjustments will be made for all bituminous material incorporated in the asphalt pavement, whether paid for under a separate bid item for asphaltic concrete or under other items which include the cost of bituminous material.
- .03 Price adjustments will not be made until the semifinal or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
- .04 No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time including any extensions that may be granted.
- .05 The adjusted unit price for asphaltic concrete shall be calculated for the month during which the material was incorporated into the project, in accordance with the following formula:

$$Pa = P + (D \times N)$$

Pa = Adjusted unit price for asphaltic concrete (to be calculated separately for each month during which the bituminous material is used and will reflect an increased or decreased price).

P = The price per unit bid for the asphaltic concrete.

D = The differential in the per gallon price of liquid asphalt in accordance with the Asphalt Price Index for the liquid asphalt, from the price per gallon of the liquid asphalt in the month of the date bid, and the price per gallon of the liquid asphalt in the month in which the material is incorporated in the project.

N = Number of gallons of liquid asphalt per unit bid.

- .06 The payment adjustment for prime coat and tack coat shall be based on the differential in the per gallon price of the prime or tack, in accordance with the asphalt price index for the prime or tack, from the price per gallon in the month of the date bid and the price per gallon in the month in which the material is incorporated into the project for each gallon of prime or tack coat utilized.
- .07 A price adjustment will be made only when the current asphalt price index for the month the material was incorporated into the project varies by five percent or more from the index that was applicable during the month that bids were received.
- .08 The Contractor shall make available to the City Inspector any tickets, scale weights, etc. needed to determine the number of gallons of liquid asphalt utilized in the preparation of the asphaltic concrete.
- .09 A "Bituminous Material (Adjustment)" allowance item has been included on the Bid Form. The printed amount indicated is only an estimate. The payment will be in accordance with the

above procedure and may be less than or greater than the amount indicated on the bid form. This amount shall be included in the Grand Total.

19. MAINTENANCE OF TRAFFIC (SECTION 102)

PAGE 93, SECTION 102-1.1 - Description: This subarticle is amended to include:

Maintenance of Traffic Plans are included in the Plans for this project. No work shall commence on this project or any portion thereof without implementation of this Plan.

Excavated or other material stored adjacent to, or partially upon a roadway pavement, shall be adequately marked for traffic safety at all times.

The Contractor's attention is called to the provisions contained in Article 3.2.1 of this Section-Installation:

The Contractor shall provide the necessary access to all adjacent property during construction.

Special attention shall be given for directing the flow of pedestrian and vehicular traffic, especially in areas surrounding schools. At the discretion of the City Inspector, the City may require the Contractor to call for and hire off-duty police officers for directing the traffic and maintaining safety if in any way the operations will curtail the use of the streets, roads and work areas specified herein.

Partial payment for lump sum Maintenance of Traffic shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates and shall be provided on a percentage equal to the percentage of contract time expired.

20. MAINTENANCE OF TRAFFIC DEVICES

Barriers (including warning lights), construction signs, flashing arrow boards, and high intensity flashing lights shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6 1-1978), Florida Department of Transportation Roadway and Traffic Design Standards (Index 600 Series) and the latest revisions of the aforementioned manuals.

21. CLEARING AND GRUBBING

The Contract Unit Price bid as indicted in the Bid Form of the Proposal shall be full compensation for all work required for clearing and grubbing; removal and disposal of flexible pavement, concrete sidewalk and curb and gutter, drainage structures and pipes, miscellaneous concrete, vegetation, trash and debris, and miscellaneous roadway items; and cleaning of existing drainage systems left in place within the Project. The bid price for this item shall include all costs of disposing of sediments removed from existing drainage structures.

Partial Payment for lump sum clearing and grubbing shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates on a percentage equal to the percentage of clearing and grubbing work performed.

22. EARTHWORK RELATED OPERATIONS (SECTION 120)

.01 Grading

The Contractor shall include the costs of all grading in the unit prices bid for the appropriate items. No separate payments will be made for any grading required on this project. The Contractor shall provide an as-built survey of profile grade prior to placing asphaltic concrete. The survey shall be taken at 50' intervals, along finished limerock. The survey shall include points along center line construction and lip of curb for roadway and edge of pavement for shoulder areas. The Contractor will refinish areas not conforming to specified tolerances.

.02 Regular Excavation

The Contractor is advised that regular Excavation measurement for payment shall be made by the difference in volumes determined by elevations taken prior to excavation and elevations taken after excavation compacted and shaped in accordance with the plans and contract documents. The Contractor shall include these survey costs within the lump sum price for earthwork related operations.

23. PERMEABLE BASE

- The required asphalt treated permeable base shall comply with the requirements specified under the Florida Department of Transportation Standard Specifications, Section 287, available at their web site address:
<http://www.dot.state.fl.us/specificationsoffice/july00workbook/d2870000.htm>
- The required cement treated permeable base shall comply with the requirements specified under the Florida Department of Transportation Standard Specifications, Section 288, available at their web site address:
<http://www.dot.state.fl.us/specificationsoffice/july00workbook/d2880000.htm>

24. TYPE "B" STABILIZATION

PAGE 145, SECTION 160 - STABILIZING: Delete all contrary references to density requirements and substitute the following:

Compaction - The density requirements for all subgrade involved in this Section shall be a minimum of ninety-five (95) percent for non-roadway areas (sidewalk, swales, etc.) and ninety-eight (98) percent for roadway areas, including shoulder and parking areas of maximum density as determined by AASHTO T-180.

PAGE 146, SECTION 160-4 - MATERIALS - Add the following:

Except that the limerock used for stabilization shall have a minimum of at least fifty percent (50%) carbonates of calcium and magnesium.

PAGE 149, SECTION 160-10 - BASIS OF PAYMENT: Delete this article and substitute the following:

Payment for stabilizing including all labor and materials shall be made at the contract unit price bid as indicated in the Bid Form of the Proposal. Such price and payments shall constitute full

compensation for all work specified in this Section for Type "B" Stabilization, including furnishing, spreading and mixing of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value.

25. LIMEROCK BASE CONSTRUCTION (SECTION 200)

.01 General

The work specified under this Section shall consist of the construction of a base course composed of limerock. It shall be constructed on a subgrade prepared in accordance with Section 120-9.4 of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. That portion of the roadbed immediately below the proposed base course, in both cuts and fills, shall be scarified, graded, shaped and compacted to conform to the lines, grades and cross section shown in the plans or as directed by the City Inspector.

.02 Subgrade

Within the entire limits of the proposed subgrade, the minimum density acceptable at any location shall be 98 percent for Secondary and Primary Roads and 95 percent for Residential Roads, of maximum density, as determined by AASHTO T-180.

Prior to placing the base, the subgrade will be inspected by the City Inspector to ascertain whether or not the work satisfies the requirements as to specified density, lines, grades and cross section.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction, any compaction effort required shall be accomplished by vibratory rollers, trench rollers, or other type compaction equipment approved by the City Inspector.

It shall be the Contractor's responsibility to maintain the required density until the base is placed on the subgrade.

.03 Limerock Base

The base shall have an overall compacted thickness as specified and noted in the Plans. When the specified compacted thickness of the base is eight inches or greater, it shall be constructed in two equal lifts. Each lift shall be graded and compacted to a density of not less than the above mentioned percentages of maximum density as determined by AASHTO T-180. The minimum density which will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc.) shall be 95 percent of such maximum density. The minimum percent of carbonates of calcium and magnesium in the limerock material will be 50.

After spreading of the first lift is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction. Prior to placing the second lift, the first course shall be cleaned of all foreign material and balded and brought to a surface cross section approximately parallel to that of the proposed finished base. Prior to spreading of any material for the upper course, the density tests for the lower course shall be made and the City Inspector shall have determined that the required compaction has been obtained.

After the spreading of the material for the second course is completed, its surface shall be finished and shaped so as to produce the designed grade and cross section after compaction, and free of scabs and laminations.

- a. At the option of the City Inspector, unless the use of forms is specifically called for in the plans, the base may be constructed six inches wider in lieu of using forms. These extra widths will not be measured for payment and shall be provided at no additional expense to the City.
- b. Upon the City Inspector's approval of the limerock base, it shall be primed with a prime coat having a minimum curing period of 48 hours.
- c. Under no circumstances will the City Inspector allow the prepared base to remain unsurfaced pending completion of other work remaining on the project.
- d. The quantity of limerock base, determined as provided in this Section, shall be paid for at the current unit price bid as indicated in the Bid Form of the Proposal. Such price and payment shall be full compensation for all the work specified for the complete construction of the base course as specified herein, including the necessary preparation and compaction of the subgrade, correcting all defective surfaces of the subgrade and/or deficient thickness and priming of the base course.

NOTE: The areas of base course to be measured for payment shall include the areas of extra base required at various intersections. The cost of replacing base materials removed only for the construction of underground items shall be included in the bid price for the various items.

26. PRIME AND TACK COATS FOR BASE COURSES (SECTION 300)

PAGE 207, SECTION 300-6.1 - GENERAL: This article is expanded to include the following:

A prime coat is required for all limerock base construction and the cost will be included in the unit price bid for limerock base per square yard as noted in the Bid Form of the Proposal. No separate payment shall be made for the prime coat or its application.

27. HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS (SECTION 330)

PAGE 234, SECTION 330-8, ARTICLE 8.5 - TACK COAT: Delete sub-articles 5.1 and 5.2 and substitute the following:

A tack coat shall be applied to previously primed and newly constructed bases, to existing wearing surfaces or previously applied leveling courses. The rate of application shall be between 0.02 and 0.08 gallon per square yard. For the tack coat applied on concrete pavement which is to be surfaced, the rate of application may exceed the upper limits, when approved by the City Inspector.

28. TYPE S-1 ASPHALTIC CONCRETE

PAGE 250, SECTION 331-4 - GENERAL COMPOSITION OF MIXTURE: The following is added to this article:

Where hand placing and finishing of Type S-1 Asphaltic Concrete is permitted for small and irregular areas, such as turnouts, crossovers, acceleration and deceleration lanes, etc., the portion of the Grade No. 16 coarse aggregate retained on a No. 4 sieve may be omitted from the mixture and the percent by weight of the coarse aggregate passing the No. 4 sieve and retained on the No. 10 sieve shall be within the range specified for the total coarse aggregate in the mix.

PAGE 251, SECTION 331-4.3.1 - JOB MIX FORMULA: Delete this sub-article and replace with the following:

No work shall be started on this portion of the contract until the Contractor has conferred with the City Inspector and, if deemed necessary, has submitted samples of all materials to be used to a laboratory approved by the City Inspector for either:

1. Preparation and establishment of a job mix formula, or
2. The verification of conformity to specifications of a job mix formula submitted by the Contractor, if the plant has previously operated in conformity with the same material specifications as used in this contract.

PAGE 258, SECTION 331-6.3 - PAYMENT BY..." Delete this sub-article and substitute the following:

When the quantities of Type S-1 Asphaltic concrete are to be paid for by the ton, as called for in the proposal, the pay quantities shall include only the weight of the asphalt in place, completed and accepted.

In determining the tonnage to be paid for, the weights of the mixture shall be determined from batch weights, truck scale weights, or other methods approved by the City Inspector.

PAGE 258, SECTION 331-6.4 - BITUMINOUS MATERIAL: Delete this sub-article in its entirety and replace with the following:

Payment for all bituminous material, shall be included in the payment for Asphaltic Concrete. Such payment shall be based on the contract unit price bid as indicated in the Bid Form of the Proposal.

PAGE 258, SECTION 331-6.5 - WORK INCLUDED..." Delete this sub-article and substitute the following:

The contract unit price bid, as indicated in the Bid Form of the Proposal, shall be full compensation for all work specified under this Section (including the applicable requirements of Sections 320 and 330).

NOTE: The Contractor shall apply the asphaltic concrete course over all existing sanitary sewer manhole covers, valve boxes, etc. which have not been properly adjusted, so as to provide a smooth level surface. It will be the Contractor's responsibility to mark the locations of openings that are covered with new asphalt during the paving. These locations will be painted with an X, and the final adjustment, where necessary, of all existing utility openings will be made by others, after the resurfacing has been completed.

29. CONCRETE PAVERS

.01 General

A. RELATED DOCUMENTS

- a. Contract Plans

B. SUMMARY

- a. This Section includes the following:
 - 1. Concrete pavers set in concrete pavement
- b. Related Sections: The Florida Department of Transportation, Standard Specifications for Road and Bridge Construction.

C. SUBMITTALS

- a. General: Submit each item in this Article according to the Conditions of the Contract.
- b. Product data for the following:
 - 1. Concrete Pavers
 - 2. Paver surface sealer
- c. Samples for initial selection in the form of manufacturer's color charts consisting of actual units or sections of units showing the full range of colors, textures, and patterns available for each type of unit paver indicated (for standard colors).
 - 1. Include similar samples of material for joints and accessories involving color selection.

D. QUALITY ASSURANCE

- a. Installer Qualifications: Engage an experienced installer who has completed unit paver installations similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- b. Single-Source Responsibility: Obtain each color, type, and variety of unit pavers, joint materials, and setting materials from a single source with resources to provide products and materials of consistent quality in appearance and physical properties without delaying the Work.

E. DELIVERY, STORAGE, AND HANDLING

- a. Protect unit pavers and aggregate during storage and construction against soilage or contamination from earth and other materials.
 - 1. Wrap pavers in plastic or use other packaging materials that will prevent rust marks from steel strapping.
- b. Protect grout and mortar materials from deterioration by moisture and temperature. Store in dry location or in waterproof containers. Keep containers tightly closed. Protect liquid components from freezing.

F. PROJECT CONDITIONS

- a. Weather Limitations for Mortar and Grout: Comply with the following requirements:

1. Hot-Weather Requirements: Protect unit paver work when temperature and humidity conditions produce excessive evaporation of setting beds and grout. Provide artificial shade and windbreaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F and above,

- b. Do not install sand or pavers during heavy rainfall.

.02 Products

A. MANUFACTURERS

- a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Concrete Pavers: See Construction Plans

B. COLORS AND TEXTURES

- a. Provide materials and products that result in colors and textures of exposed unit paver surfaces and joints complying with the colors indicated on plans.

C. CONCRETE PAVERS

- a. Solid, interlocking paving units, with integral iron oxide pigment integrally colored and mixed throughout each unit, ASTM C 936, made from normal-weight aggregates, with integral spacer bars, in sizes and shapes indicated.

- b. Concrete pavers shall conform to all requirements of ASTM C 936.

1. Minimum average compressive strength: 8,000 psi ASTM C 140.
2. Maximum average absorption: Five percent per ASTM C 140.
3. Maximum abrasion loss: 0.915 cubic inches per 7.75 square inches, per ASTM C 418.

- c. Aggregate used in the manufacture of pavers shall conform to ASTM C 33-90.

1. Alternate: Conform to ASTM C 33-90 and shall be of a color that will minimize color contrast when the paver wears.

D. MORTAR AND GROUT MIXES

- a. General: Comply with referenced standards and with manufactures' instructions relative to mix proportions, mixing equipment, mixer speeds, mixing containers, mixing times, and other procedures needed to produce setting-bed and joint materials of uniform quality and with optimum performance characteristics. Discard mortars and grout when they have reached their initial set.

- b. Portland Cement/Lime Setting-Bed Mortar: Type M complying with ASTM C 270, Proportion Specification.

.03 Execution

A. EXAMINATION

- a. Examine surfaces indicated to receive paving, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. PREPARATION
 - a. Vacuum clean concrete substrates to remove dirt, dust, debris, and loose particles.
 - b. Remove substances from concrete substrates that could impair mortar bond, including curing and sealing compounds, from oil, and laitance.
- C. INSTALLATION, GENERAL
 - a. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
 - b. Mix pavers from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
 - c. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
 - d. Tolerances: Do not exceed 1/32-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.
- D. REPAIR, POINTING, CLEANING, AND PROTECTION
 - a. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement.
 - b. Pointing: Point-up joints at sealant joints to provide a neat, uniform appearance, properly prepared for application of sealant.
 - c. Provide final protection and maintain conditions in a manner acceptable to installer that ensures that unit paver work is without damage or deterioration at the time of Substantial Completion.

30. NOT USED

31. INLETS, MANHOLES AND JUNCTION BOXES (SECTION 425)

PAGE 379, SECTION 425-6.6 - PLACING PIPE: The last sentence of this subarticle is modified to read:

When catch basins are called for, the inlet pipe may extend into the structure not to exceed 4 inches beyond the interior face of the wall.

PAGE 379, SECTION 425-6.7 - BACKFILLING: Add the following to this subarticle:

Select material shall be used for backfill adjacent to catch basins and riser inlets, as detailed in the

Plans. It shall consist of well-graded limerock or limerock and sand fill. Sand or fill having a high proportion of sand will not be accepted as select fill. All select fill shall be approved by the City Inspector prior to placing. No separate payment will be made for select fill, but shall be included in the unit price bid for each particular item as indicated in the Bid Form of the Proposal.

PAGE 380, SECTION 425-8 - BASIS OF PAYMENT: This subarticle is expanded to include:

Partial payment of lump sum items shall be provided as follows:

Installation of Structures	75%
Installation of Grate including Curb or Inlet Throat	15%
Final Cleaning and Acceptance	10%

PAGE 380, SECTION 425-8.2 - ADJUSTING STRUCTURES: This subarticle is expanded to include:

Upon completion of the work, and prior to acceptance and final payment, all such structures will be inspected by the City Inspector to ensure that they are free of all debris and thoroughly cleaned.

The included drainage structures details are to be used whenever called for in the plans.

32. PIPE CULVERT (SECTION 430)

PAGE 381, SECTION 430: This Section has been expanded to include:

.01 General

Provisions have been made in the Bid Form allowing the Contractor the option" of utilizing one of the several types of culverts as listed in the Bid Form of the Proposal. However, pipe culverts, installed under the terms of these contract documents shall consist of the same material throughout the project - for example - all aluminum, or all steel.

*Contractor's option Bid for Storm Sewer Pipe can be different than option for Exfiltration Drain.

.02 Pavement Replacement

PAGE 143, SECTION 125-9 - REPLACING PAVEMENT...: Delete the last sentence of this article and substitute the following:

All pavement cuts shall be restored with asphaltic concrete having a compacted thickness of not less than that of the existing base.

.03 Corrugated Metal Pipe Culvert

PAGE 386, SECTION 430-8.1 - FIELD JOINTS: This Subarticle is amended to read:

Field bands for closed joint helical corrugated metal pipe shall consist of flat metal bands fabricated of the same material as the culvert sections in use. The bands shall be not less than 12 inches wide for all culverts up to 60 inches in diameter, and shall include at each joint two 3-inch wide flat neoprene gaskets, with a minimum thickness equal to twice the depth of the pipe corrugation or two 3-inch wide bitumastic sealer strips with a minimum thickness equal to the depth of the pipe corrugation.

In lieu of the above specified combination of locking bands, the Contractor may utilize Helical bands, having a minimum width of 12 inches, and shall include at each joint one 7-inch wide flat neoprene gasket having a minimum thickness of 3/8-inch or one 6-inch wide bitumastic sealer strip with a minimum thickness of 1/4-inch.

When riveted corrugated metal pipe is utilized, rope type neoprene gaskets with a minimum thickness equal to twice the depth of the pipe corrugation or, bitumastic sealer strips with a minimum thickness equal to the depth of the pipe corrugation may be utilized in lieu of the flat type gaskets.

PAGE 387, SECTION 430-8.1.3 - ALTERNATE JOINT: This subarticle is expanded as follows:

Channel band couplers may be used in helical pipe with ends which have been reformed and flanged specifically to receive these bands. The channel band couplers shall:

- a. be of two piece design
- b. utilize a rubber gasket, of circular cross-section, of the O-ring type, conforming to ASTM C-361. The gasket shall have the following cross-sectional diameter for the given size of pipe:

<u>Pipe Size</u>	<u>Gasket Diameter</u>
12" thru 36" -with 1/2" dept Corrugations	13/16"

Preformed gasket material shall be used to seal the overlapping area on the coupling band between gaskets.

- c. be 0.079-inch thickness for pipe of 0.109-inch or lighter
- d. be 0.109-inch thickness for pipe of 0.138-inch or heavier
- e. be 3/4-inch wide for pipe of 0.109-inch or lighter
- f. be 1-inch wide for pipe of 0.138-inch or heavier
- g. have 2-inch x 2-inch x 3/16-inch angles securely fastened to the band ends to allow for proper tightening.

Two 1/2-inch diameter connection bolts shall be furnished with each band. These bolts shall conform to ASTM A 307-76b, grade A and shall be electroplated in accordance with ASTM A 164-71, Type RS.

The gasket used with this joint shall be a hydrocarbon blend of butyl rubber conforming to the chemical composition and physical properties of Section 942- 2.2.

The gasket shall be 3/8 x 3/4" for pipe fabricated from 0.109" or lighter material and 3/8" x 1" for pipe fabricated from 0.138" and heavier material.

The flange band coupler may be used without the gasket for all applications other than cross drain, storm sewer and gutter drain, unless shown otherwise in the plans.

The flange band coupler may not be used to join dissimilar types of pipe.

Reformed flanged helical pipe may be joined to existing annular or reformed pipe having annular ends. On non-gasketed installations either an annular band or the original Section 430-8.1.3 alternate joint shall be used. On gasketed installations, with two O-ring gaskets as specified in 430-8.1.3. Mastic material shall be used to seal the area of band overlap.

.04 Corrugated Polyethelene Pipe

Pipe must comply with requirements on Section 948 of Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

.05 Dissimilar Material

When dissimilar material connections are made, such as concrete to metal or steel to aluminum, the dissimilar materials shall be separated by coating the contact surface of the metal pipe with a bituminous coating which will be not less than 0.05 inches thick.

.06 Backfilling

Backfilling to the original ground surface or subgrade surface of openings made for the above structures is included in the work required under this Section. All material used for backfill shall be of a quality acceptable to the City Inspector. It shall consist of well graded limerock or limerock and sand fill, free of deleterious material. The structures shall be inspected by the City Inspector, in place, prior to the actual backfilling.

.07 Basis of Payment

Payment for the work under this Section shall be full compensation for furnishing of the pipe culvert, fittings (coupler bands, gaskets, etc.) and all materials required for the work specified, including excavation, backfilling, restoration of pavement, curb and gutter, sidewalks, etc., as shown on the Plans, disposal of surplus material, clean-out and all other items necessary to complete the work within the intent of these specifications. The Contractor shall not include any costs incurred for pavement, sidewalk, and curb and gutter restoration in the price for the Pipe Culvert if payment for these items are specifically provided for in separate bid items.

NOTE: If the Contractor utilizes aluminum pipe, he/she shall exercise sufficient care (additional lifting points, etc.) in handling and backfilling to avoid damage to the pipe.

33. FRENCH DRAIN (EXFILTRATION TRENCH) (SECTIONS 443 AND 514)

.01 Description

In general, the work specified in this Section shall consist of the construction of French Drain, utilizing one of the authorized types of pipe with ballast rock and plastic filter blanket (when so specified), in accordance with these Specifications and in conformity with the lines, grades, dimensions, notes and details shown in the Plans.

.02 Materials

A. Pipe

Pipe utilized in the work proposed under this Section shall be of the following types and shall conform to the appropriate requirements as specified herein:

- a. Corrugated Polyethylene Perforated Pipe Culvert
If the Contractor elects to use this item in the proposed work, the material shall be in accordance with these Special Provisions for Corrugated Polyethylene Pipe Culvert.
- b. Perforations shall be uniformly spaced around the full periphery of the pipe, except that perforations are not required within four inches of each end of each length of pipe or in a corrugation where seams are located (unless otherwise noted in the Plans).

The number of perforations per linear foot of pipe are shown in the following table:

Pipe Diameter in Inches	*3/8-Inch Diameter Perforations
15	100
18	120
24	160
30	200
36	240

*5/16-inch diameter holes may be utilized in lieu of the 3/8-inch diameter holes if the number of holes are increased to provide an equal cross sectional hole area. The other requirements remain the same.

B. Ballast Rock

All ballast rock shall be locally procured and shall be obtained from fresh water sources. It shall be washed and free of deleterious matter. It shall not have more than 45 percent loss of section as specified by the current edition of AASHTO M63 governing the Los Angeles Abrasion Test. It shall not show more than a ten percent loss in ten cycles as specified by the current edition of AASHTO M63 governing the soundness test. The ballast rock shall meet the gradation requirements as specified by the current edition of AASHTO M43 for size number 24 (2-1/2 to 3/4-inch) or number 4 (1-1/2 to 3/4-inch). The City reserves the right to have sample tests made of the material at selected intervals by an approved laboratory at its expense.

C. Select Fill

The select fill shall consist of well-graded limerock or limerock and sand fill. Sand, or fill having a high proportion of sand, will not be accepted as select fill. All select fill shall be

approved by the City Inspector prior to placing.

D. Plastic Filter Blanket

The filter fabric utilized in this work shall be Filter x, Mirafi 500X, Poly-Filter X, Amoco 1199, or approved equal.

.03 Excavating Trench

The trench shall be excavated carefully to such depths as required to permit the ballast rock and the pipe to be placed in accordance with the details shown on the Plans.

.04 Sheeting, Bracing and Shoring

The Contractor shall furnish, place and maintain sheet piling, underpinning or other approved bracing and shoring material, which may be required to support the sides of the excavation and prevent any failure of the trench walls, which in any way may delay construction, endanger personnel, damage public or private property or be detrimental to maintaining traffic. All such work shall be in accordance with the governing specifications and payment shall be considered incidental to the unit price bid for French Drain. No additional payment will be made.

.05 Placing Filter Fabric Blanket (when specified)

Areas where the filter fabric is to be placed shall be reasonably smooth and free of projections which could damage the filter material.

The material shall be loosely laid (not stretched). Adjacent strips shall overlap by a minimum of one foot. The filter material shall be placed in such a manner that no bridging effects occur and in no place shall there be voids between the filter material and the surrounding trench.

.06 Laying Pipe

All pipe shall be carefully laid in conformity with the lines and grades specified in the Plans and in accordance with these Specifications.

.07 Placing Ballast Rock and Backfilling

After the pipe has been laid and the laying approved, the ballast rock shall be placed carefully, so as not to disturb the pipe, around and over the pipe to a depth shown on the Plans.

When placing the ballast rock for bedding of the pipe as well as backfill, the ballast rock as well as the adjacent sides of the trench shall be thoroughly saturated to reduce the possibility of voids occurring after placement of the ballast rock. Any voids or pockets created should then be refilled with ballast rock.

Plastic filter blanket shall then be placed over the ballast rock as shown on the Plans, and the portion of the trench above the plastic filter blanket filled with select fill material, which shall be placed in layers not to exceed 6-inch compacted thickness, in conformance to the lines and grades shown on the Plans.

.08 Dissimilar Material

When dissimilar material connections are made, such as concrete to metal or steel to

aluminum, the dissimilar materials shall be separated by coating the contact surface of the metal pipe with a bituminous coating which will be not less than 0.05 inches thick.

.09 Method of Measurement

The quantity of French Drain to be paid for under this Section shall be the length in linear feet measured in place, completed and accepted, but will not include plastic filter blanket when the utilization of such is required and indicated on the Bid Form of the Proposal.

The quantity of plastic filter blanket, when utilized, shall be paid for at the contract unit price bid per square yard of material, furnished and installed in the construction of the French drain.

.10 Basis of Payment

The quantity determined as provided above, shall be paid for at the contract unit price bid for each particular item as indicated on the Bid Form of the Proposal. Such price and payment shall be full compensation for all work specified under these Sections and shall include all materials, excavation, furnishing and placing of the plastic filter blanket - when specified - pipe, ballast rock, select backfill and final dressing. Such price and payment shall also include all disposal of surplus materials; pavement, sidewalk, and curb and gutter restoration; backfilling; watering; and tamping (if required). The Contractor shall not include any costs incurred for pavement, sidewalk, and curb and gutter restoration in the price for the French drain if payment for these items are specifically provided for in separate bid items.

34. CONCRETE SIDEWALK (SECTION 522)

PAGE 496, SECTION 522-1, Description: This article is expanded to include:

The work specified under this Section consists of the construction of sidewalks utilizing Class I Concrete having a minimum compressive strength of 3,000 p.s.i. at 28 days. The width, thickness and type shall be as shown and noted in the Plans. All work will be in accordance with this Section except as modified herein.

PAGE 497, SECTION 522-9, Method of Measurement: This article is expanded to include:

The quantity to be paid for under this Section shall be the area in square yards of concrete sidewalk and pedestrian ramps, measured in place, completed and accepted. Measurement shall be the final dimensions measured along the surface of the completed work within the neat lines shown on the Plans or designated by the City Inspector. No deduction will be made for the area occupied by trees left within the area of sidewalks or for any area occupied by manholes, inlets or other drainage or public utility appurtenances within the sidewalk area. The Contractor shall provide a tactile finish

at pedestrian ramps in accordance with current FDOT and Dade County Public Works directives. No separate payment shall be made for this work which shall be considered incidental to the unit price bid for sidewalk.

PAGE 497, SECTION 522-10, Basis of Payment: Delete this article and substitute the following:

The quantity, determined as provided above, shall be paid for at the contract unit price bid per square yard for each particular type of sidewalk construction as designed and noted in the plans. Such price and payment shall be full compensation for all work specified under this Section, including the

necessary preparation and compaction of the subgrade in both cut and fill areas, as well as backfilling, grading and final dressing required as directed by the City Inspector.

Payment will be made under the following item(s) as applicable:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
22	CONCRETE SIDEWALK (4" thick) Including Pedestrian Ramps (Class I Concrete, 3000 p.s.i.)	S.Y.
23	CONCRETE SIDEWALK (6" Thick) (Class I Concrete, 3000 p.s.i.)	S.Y.

36. SODDING (SECTION 575)

The specifications for Sodding shall conform to the applicable portions of Section 575 with the following exception:

Add the following to the applicable section, deleting all references that are contrary: The Contractor is required to mow all sodded areas immediately prior to final acceptance of the project by the City. The payment for mowing, maintaining the sod in a moist condition for a period of at least two weeks, as well as payment for the water shall be included in the contract unit price bid for Sodding, as indicated in the Bid Form of the Proposal. The Contractor shall match the existing type of lawns, the cost of matching shall be included in the control unit price bid for sodding.

NOTE: Fertilizer and mulching shall not be required.

37. LANDSCAPING (SECTION 580)

Add the following to the applicable section and delete all references that are contrary:

It is the Contractor's responsibility to secure all necessary permits for relocating of trees and bushes as directed by the City Inspector.

All costs of relocation, including water, fertilizer, prepared top soil and mulch material, to be included in cost of sodding.

PART III - TRAFFIC SIGNALIZATION (SECTION 630)

38. SPECIAL INSTRUCTIONS

Unless otherwise specified in the Signalization Plan Sheets, Typical Sign Details, Dade County Equipment Specifications or Special Provisions, all signal equipment furnished by the Contractor, in performance of the work, shall conform to the applicable requirements established by the following publications.

- 1) Florida Department of Transportation, Supplemental Specifications to the 1991 Standard Specifications for Road and Bridge Construction 1991 - Traffic Signals.
- 2) Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6 1-1978), including latest revisions.
- 3) Metropolitan Dade County Public Works Traffic and Transportation Department's Specifications for Signal Control Equipment (available from the Public Works Department, Reproduction Services, 111 N.W. First Street/Suite 1604, Miami, Florida).
- 4) Metropolitan Dade County Public Works Department, Traffic Controller Assemblies Specifications 1989 Edition (available from Public Works Department, Reproduction Services).

Prior to the installation of any traffic signalization equipment, the Contractor must obtain written approval from the Metropolitan Dade County Public Works Department approving the complete bill of materials to be utilized in the traffic signalization installation. Any equipment installed prior to said approval may be cause for automatic rejection and replacement of such item(s) at the Contractor's expense.

NOTE: When actual installation of the equipment occurs, the equipment installed must be the same equipment previously approved from the Bill of Materials.

In order to accomplish this, the Contractor shall submit to the Project Engineer (if prior to the Pre-Work Conference, the Engineer), five (5) copies of the pertinent data for each item proposed for signal equipment to be used on this project.

It is suggested that this approval be obtained prior to the ordering of any material in order to avoid costly delays in time and rejection of purchased equipment. It will be advisable that this approval be obtained in adequate time to assure delivery within the time schedule set forth for the project. Delays in delivery will not automatically be considered a cause for extension of time. Also, all installed equipment must function properly at the time of signal turn-on. In the event that signalization is delinquent and this places the project into the penalty period, no

delays caused by the contractor's compliance with the Special Provisions requirements shall be cause for Dade County to grant said contractor a time extension.

Controllers which are currently under the control of the Dade County Traffic Control System must remain under that control throughout the duration of the construction project, unless otherwise permitted by the Engineer. The Traffic Control Center must be advised 48 hours prior to the implementation of any timing or phasing changes at such controllers; or prior to any major changes in traffic lane usage. This includes removal of loop assemblies.

The contractor shall become fully responsible for maintaining continuous traffic signal operation at each signalized location being upgraded, to the satisfaction of the Engineer. This responsibility shall then continue until such time that the City accepts the completed work.

46. TRENCHING FOR TRAFFIC SIGNAL INSTALLATION (IF APPLICABLE)

.01 Description

The work specified in this Section consists of the excavation, backfilling and restoring surfaces of trenches for electrical conduit. Two types of trench section shall be used: one in pavement and one in unclassified areas other than pavement.

Routing shown on the plans for underground electrical installations requiring trenching is schematic, but no major change of alignment will be allowed except by written approval of the Engineer.

Location of the trench shall be the responsibility of the contractor. No trench shall be excavated without first exercising all due care to protect existing underground facilities. However, in case where obstructions are encountered, the judgment of the Engineer shall govern the passage of such obstacles.

The Contractor will be paid within the "Under pavement" pay category when conduit is placed within existing roadway or sidewalk that is not to be replaced under other pay items that include restoration or new replacement.

It will be the Contractor's responsibility to coordinate trenching efforts in placing conduit prior to construction of new or restored sidewalk and roadway. If the Contractor fails to do so, he/she will be paid under the "Unclassified" pay category.

.02 Unclassified Trenching (Underground)

Unclassified trenching shall include any trenching not in the existing paved roadway or sidewalk and would include trenching in driveways, parkways, and within proposed sidewalk, curbs or curb and gutter areas.

.03 Bedding and Backfill

The trench shall have neat cut, vertical sides and shall be excavated to a width and depth as detailed and noted in the plans. The conduit shall be placed on 3-inch bed of sand and shall be covered by 3 inches of sand prior to backfilling. After the conduit has been embedded, as indicated above, the trench shall be backfilled with 1:10 FDOT approved grout (with tack coat) up to an elevation which will allow for a minimum of 4-inches thick Type S-I Asphaltic Concrete (3" of base course and 1" of surface course).

All materials used for backfill, (in areas other than traveled ways) including that which has been excavated from the project site, shall be of quality acceptable to the engineer. It shall consist of well-graded limerock or limerock and sand fill, free from deleterious material.

.04 Detector Wiring

Wiring of detectors shall include all wiring and connections from controllers to detector units including push buttons, loops, pressure, radar, sonic, infrared or other detectors. The recommendations of the manufacturer shall be observed. Detector loop conductors shall be provided by the contractor and shall be single conductor No. 12 or 14 AWG stranded (minimum of seven (7) strands) copper wire rated for 600 volts with type THWN/THHN insulation (or approved equal) 30 mils thick, and shall be installed as indicated in the "Signal Standards" of the Plans.

Loop detector installations shall be in accordance with the plan sheet, and the manufacturer's specifications, as to the number of turns in each loop for its proper operation. Both the loop and lead-in wires shall be THWN type insulation. The lead-in wire shall be twisted, from the point leaving the loop, to its amplifier, and will not be installed until after the final roadway surfacing has been completed.

Lead-in wiring of loop detectors from the detector unit to the loop shall be with continuously run wire. No intermediate loops in the lead-in wire shall be permitted. The lead-in wire shall consist of two single conductor wires twisted together. The number of turns in the detector loop shall be determined from the recommendations of the manufacturer of the equipment actually installed, but for purposes of bidding shall be based on two turns in each loop. All loop detectors shall be tuned and made operative by the contractor according to the manufacturer's specifications (refer to the "Signal Standards and Specifications" of the Plans).

NOTE: Included in the cost of the Loop Assembly No. 14 AWG THWN will be the removal of all existing pressure sensitive vehicle detector pads and abandoned frames, and backfilling with bituminous material and 1-1/2 inch asphalt overlay matching the existing finished pavement elevation.

05 Splicing of Wire

All splices shall be made by crimping, followed by the application of heat shrinkable tubing. The crimping, the selection of heat shrinkable sleeve diameter, and the application of heat shall be done so that a suitable environmental protection results for all the spliced components within a moisture and corrosion seal.

Heat shrinkable tubing shall be dual/multiple wall Polyolefin Cole Flex brand type ST300, or Alpha brand type FIT-300, or Voltrex brand SRM series material, or approved equivalent. For multiple conductor splicing, proper size crimping connector and heat shrink sleeve diameter shall be used. Ends of unused noncurrent carrying shall be capped by heat shrinkable tubing.

The tubing shall be a minimum of two-inches (2") in length and shall extend a minimum of one-half inch (1/2") over the existing wire insulation on each side of the splice.

06 Installation of Conduit

Conduit shall be installed to provide for all wiring except wire from signal head to poles, other aerial electrical circuits, or in the roadway for loop detector. Conduit shall be provided by the contractor and shall be rigid threaded galvanized steel and/or PVC, Schedule 40. Conduit size shall be 1-1/2 inches for loop detector lead-in wiring and for exposed installations and risers and for all underground installations. Exceptions may be made where larger sizes are required by the National Electrical Code or where larger sizes are indicated on the plan sheet or details in the "Signal Standards" of the Plans.

Galvanized conduit fittings shall be zinc or cadmium plated cast ferrous alloy. Maximum conduit run between pull boxes shall be limited to 250 feet. Connections to existing obstructed conduit will be cleared or replaced by means approved by the Engineer. Conduit may be pushed under curb or curb and gutter sections. Conduit installed under the terms of this contract, which becomes damaged during the process of the work will be replaced by the contractor at no cost to the City.

Where a minimum cover of 30 inches can be maintained, the interconnect cable will be 2-inch, PVC, Schedule 40, and it shall be placed under the sidewalk one foot from the back edge. All other interconnect conduit runs shall be 2-inch galvanized rigid conduit. When PVC is used, the bonding wire shall be number 6, either solid or stranded insulated copper, and shall be installed within the PVC conduit.

When installing conduit under sidewalk or pavement, the trenches shall have saw-cut vertical sides, and shall be excavated to a width and depth as detailed and noted in the Plans.

15. GUARANTEE AND MAINTENANCE BOND

See General Specifications.

56. COMPENSATION

The work specified herein shall be paid for at the contract unit prices bid for the complete traffic signalization as indicated in the Bid Form of the Proposal. Such prices and payment shall be full compensation for all materials, equipment and work specified, including installations and tests, completed and accepted.

57. TRAFFIC EQUIPMENT SPECIFICATIONS

Except where called for otherwise, all signal materials, equipment and auxiliaries used in the signalization portion of the work shall conform to the requirements outlined in the applicable sections of the following listed Metropolitan Dade County Public Works Department Traffic Equipment Specifications.

SPECIFICATIONS

APPLICABLE SECTIONS

ADJUSTABLE 8 AND 12-INCH SIGNAL HEADS	ALL
ADJUSTABLE SIGNAL HANGER	ALL
BLANKOUT SIGN	ALL
SINGLE DOOR QUICK DISCONNECT HANGER	ALL
ADJUSTABLE SWIVEL SIGN HANGER	ALL
TRAFFIC CONTROLLER ASSEMBLIES, 1989 EDITION	(ALL, EXCEPT A 600)
ILLUMINATED SIGN	ALL
LOUVERED BACKPLATES	ALL
MAGNETIC LOOP VEHICLE DETECTOR	ALL
METER TYPE (CONCRETE) PULL BOXES	ALL
MID-BLOCK PEDESTRIAN CONTROLLER	ALL
(See Controller Cabinet Assemblies)	
MAST ARM SWIVEL SIGN HANGER	ALL
MULTIPLE MESSAGE SIGN	ALL
PRECAST CONCRETE POLE GUARD	ALL
TRAFFIC SIGNAL LAMPS (6,000-9,000 HOUR)	ALL
VARIABLE MESSAGE SIGNS	ALL
STANDBY SYSTEM RELAY	ALL
UNIVERSAL ADAPTER	ALL
TELEMETRY TRANSCEIVER	ALL
HEAVY DUTY NEMA 3R SAFETY SWITCH	ALL
ADJUSTABLE WIRE ENTRANCE HANGER	ALL
SOLID STATE MODULAR NEON PEDESTRIAN SIGNAL HEADS (11/83)	ALL

he above equipment will not be integrated into signal system until all Documentation Packages and Submittals have been approved by Dade County Public Works Department (See Special Instructions).

NOTE:

As the need occurs for the up-dating of the above equipment and/or procedures involved in its installation or use, amendments covering such changes will be made by the Dade County Public Works Department, and will be made available to all contractors upon request. The contractor is responsible to contact the Dade County Public Works Department, Highway Division, Traffic Specifications Engineer, to assure that he has all the latest modifications or addendums made to the above mentioned equipment specifications.

PART IV

SIGNS AND PAVEMENT MARKINGS (SECTIONS 700, 705, 710, AND 711)

58. Highway Signing (Section 700) and Highway Delineators (Section 705)

.01 General

The work specified in this Section consists of furnishing and erecting aluminum roadway signs, with supporting posts or aerial hangers at the locations shown in the plans and in conformance with the following (including latest revisions):

- a. Standard Highway Signs Manual published by the U.S. Department of Transportation Federal Highway Administration.
- b. Manual of Uniform Traffic Control Devices for Streets and Highways, published by the U.S. Department of Transportation Federal Highway Administration (ANSI D6 1-1978)
- c. Reference Guide: Standard Alphabets for Highway Signs and Pavement Markings, published by U.S. Department of Transportation Federal Highway Administration.

.02 Material

- a. Sign Faces: The material used shall be new Domestic Aluminum 5052-H38 Alloy .080 gage. Its finish shall be alodine 1200 using the power spray or immersion seven-step method free from burs or sharp edges. The surface shall be flat and smooth without dents and shall be sized and lettered as indicated in the Plans and these Special Provisions.
- b. Steel Sign Posts: The posts shall be galvanized and shall be furnished in appropriate lengths to provide a minimum 7-ft. clearance from the bottom of the sign to the ground with full length attachment to the sign blank. In the event that a street name sign is to be attached above the stop sign, additional length of post must be allowed for said attachment. Sign posts shall be provided with a galvanized base post, retainer strap and bolting hardware as specified in the Department's Breakaway Flanged Channel Sign Post Specification.

Posts shall be rolled from rail steel meeting the properties established in ASTM Designation A-499-80 or latest revision thereof. The minimum weight of each post, before holes are drilled shall be three (3) pounds per foot. Weight tolerance shall be plus or minus five (± 5) percent. The finish shall be galvanized in conformance with ASTM Designation A 123. Galvanizing shall be the final step in the processing and accomplished after all fabrication and punching has been completed.

The finished posts shall be machine straightened and have smooth uniform finish free defects affecting strength, durability or appearance. Post holes shall be punched on the center line having a diameter of 7/16" spaced on 1-inch centers beginning 1 inch from the top and continued for the length of the post. For sectional dimensions and exploded view of post, see enclosures to these Special Provisions.

Base posts shall either power driven or hand driven into the ground, leaving a stub approximately five (5) inches above grade for attaching the sign post assembly. No concrete or other material shall be used to support base post unless otherwise specified.

- c. Reflective Sheeting: The reflective sheeting shall be in conformance with the U.S. Department of Transportation Federal Highway Administration standard specifications for construction of roads and bridges on Federal Highway projects - Section 633-06 - Sheet Reflective Materials. The materials used shall be either Type A Enclosed Lens commonly called Engineer grade; or Type B Encapsulated Lens, commonly known as High Intensity (to be utilized for Stop, Yield, Street Name, Aerial Signs, or as specified). No lesser grade or quality of sheeting will be allowed without the approval of the Project Engineer.
- d. Hardware: The hardware, which consists of nuts, bolts and washers, shall be rust-resistant and of long-life material. Hardware for attaching sign post to base post shall be per the Department's specification; no substitution of material will be permitted. Hardware for attaching sign blanks to posts shall be cadmium plated or stainless steel. All aerial hangers shall use stainless steel only.
- e. Aerial Hangers: See Metro Dade County Public Works Department Traffic Signal Equipment Specifications "Adjustable Swivel Sign Hangers" for span wire mount or utilize adjustable aluminum mounting bracket (natural color), Department approved, for mast arm mount. Refer to Typical Mounting Detail for Aerial Sign Placements.
- f. Perpendicular Sign Mounting Bracket: Sign post mounting bracket to be used on all sign installations where sign(s) are to be mounted perpendicular to standard breakaway flanged channel sign posts (e.g. Street Name Signs). See Metro Dade County Public Works Department Perpendicular Sign Mounting Bracket Specification.

.03 Payment

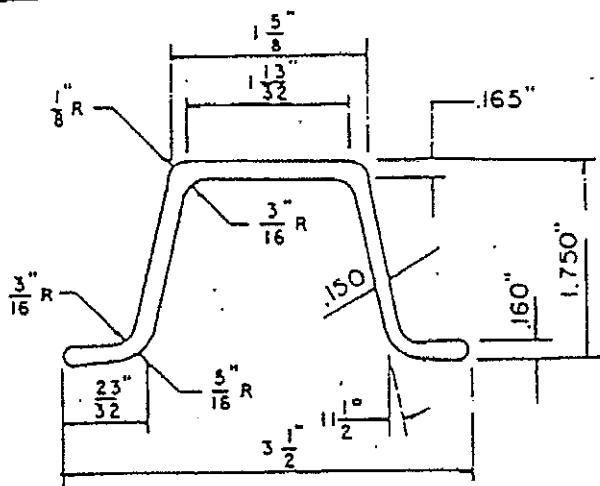
The quantities of the above items will be paid for at the contract unit price bid for each sign assembly, as indicated in the bid form of the Proposal. Such prices and payments shall be full compensation for furnishing the required number of signs, including posts and hangers, miscellaneous hardware and all incidentals necessary for the complete installation of said signs and delineators at the locations specified.

The contractor shall be responsible for removal of all existing signs conflicting with the design. The existing signs, when removed, shall be disassembled and delivered to the City of Hialeah Streets Division Yard. this is considered incidental to the project, with no direct payment for this work.

59. Pavement Markings (Sections 710 and 711)

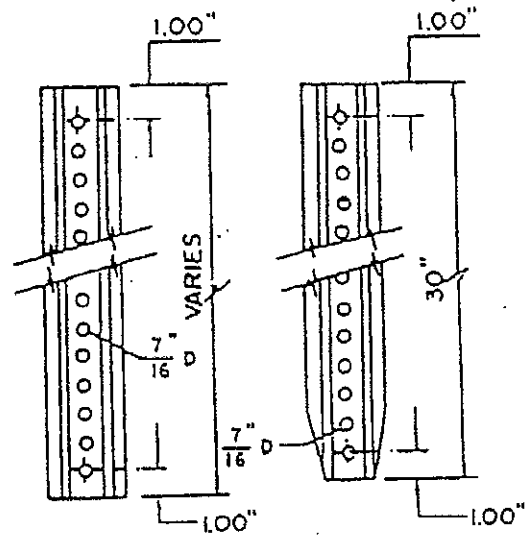
The work required under these Sections shall be paid for at the contract unit price bid for each separate item as indicated in the Bid Form of the Proposal. Such prices and payments shall be full compensation for all work including the cleaning and preparation of the surface area upon which the markings are to be applied. It shall also include the removal of existing pavement markings, raised markers and signs including pavement messages - roadway and street - which are in conflict with the proposed traffic design. The unit price bid for this work shall also include furnishing of all thermoplastic materials, paints, spheres, etc., the application, curing and protection of all work from traffic; correction of all marred work damaged by traffic or from other causes; removal of all dropped and spattered materials to the satisfaction of the Engineer; the furnishing of all tools, machines and all other necessary equipment; and the furnishing of all incidentals necessary to complete the required pavement markings as may be detailed and noted in the Plans and in accordance with these specifications.

NOTE: The work shall consist mostly of new striping or markings on new or existing pavements. Since it is the intent of the City to end with a neat, clearly marked and durable pavement marking job, provisions were made on the Bid Form for removal of existing or conflicting striping or marking, or remarking, when so indicated by the Engineer. If it is apparent that restriping or remarking over the existing will result in an unsightly, uneven, or too thick marking, the Contractor shall, at the discretion of the Engineer, remove the existing marking.



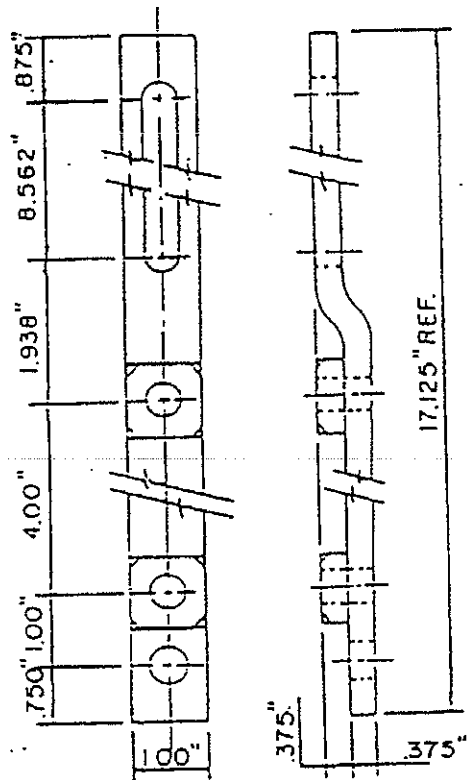
SIGN POST & BASE POST

WEIGHT - 3.00 LBS/FT.

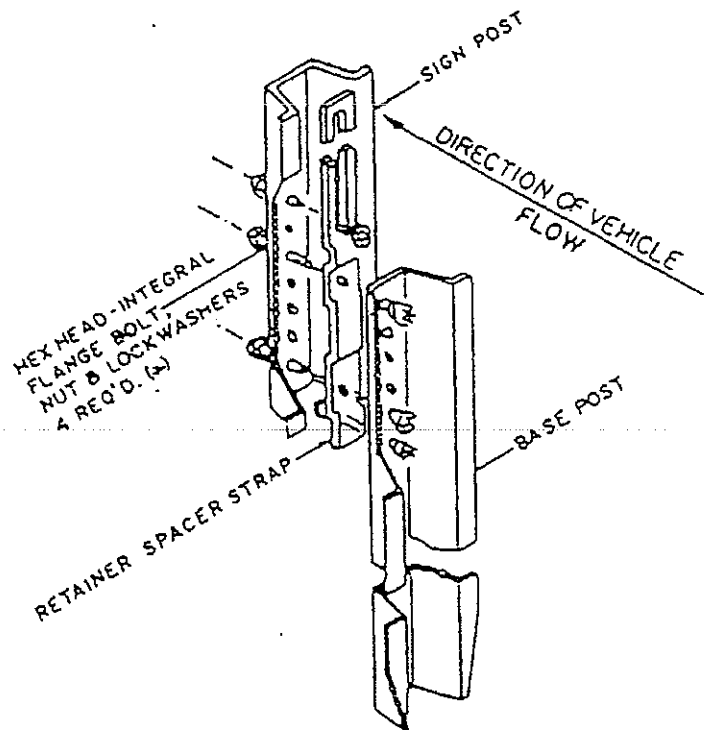


SIGN POST

BASE POST



RETAINER SPACER STRAP



- (*) $\frac{5}{16}$ " - 18 UNC x $1\frac{3}{4}$ " BOLT - PER ASTM A-354, GRADE 8D (GRADE 8)
- NUT - PER ASTM A-563, GRADE DH.
- LOCKWASHER - HEAVY DUTY EXTERNAL TYPE.
- FINISH - CADMIUM PLATED PER ASTM A-165-80, TYPE OS.

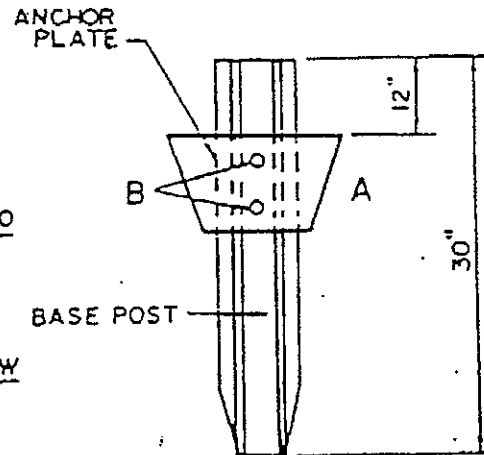
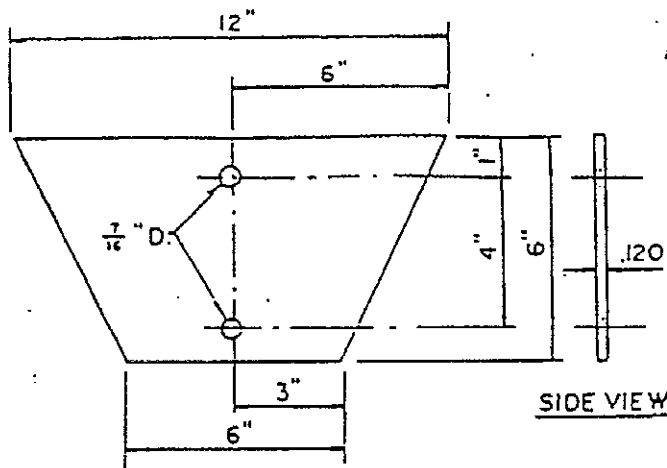
METROPOLITAN
DADE COUNTY
PUBLIC WORKS
DEPARTMENT

APPROVED
6/4/86

REVISED

STANDARD ROAD DETAIL
STREET SIGN POST
ASSEMBLY

R
18.1
SHEET 1 OF 4

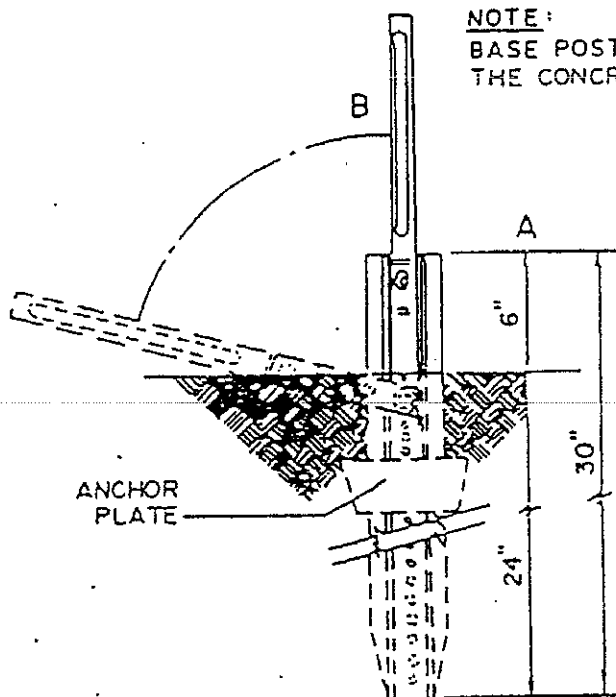


LARGE ANCHOR PLATE

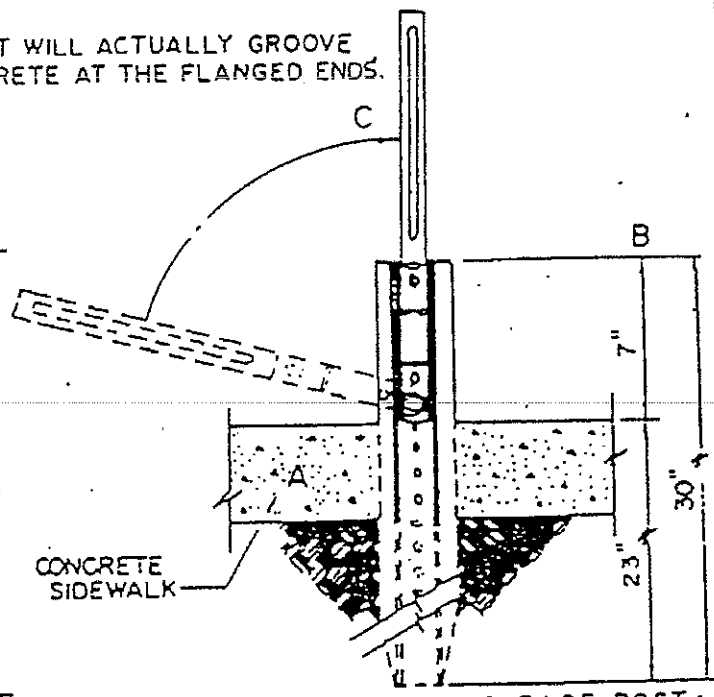
- A LINE-UP 6"x12" ANCHOR PLATE WITH 30" BASE POST.
 B ATTACH ANCHOR PLATE TO BASE POST WITH TWO (2) $\frac{7}{16}$ " 18 UNC \times 1 $\frac{1}{2}$ " BOLTS, NUTS, AND LOCKWASHERS.

NOTE:

BASE POST WILL ACTUALLY GROOVE THE CONCRETE AT THE FLANGED ENDS.



- A. DRIVE BASE POST TO SIX (6) INCHES ABOVE GROUND
 B. ROTATE STRAP TO VERTICAL POSITION
 C. TO BE USED ON LOOSE FILL AND SANDY SOILS.



PRIOR TO DRIVING BASE POST:

- A. BORE A 3" DIAMETER HOLE THROUGH THE CONCRETE FLAG
 B. DRIVE BASE POST TO SEVEN (7) INCHES ABOVE GROUND.
 C. ROTATE STRAP TO VERTICAL POSITION.

METROPOLITAN
 DADE COUNTY
 PUBLIC WORKS
 DEPARTMENT

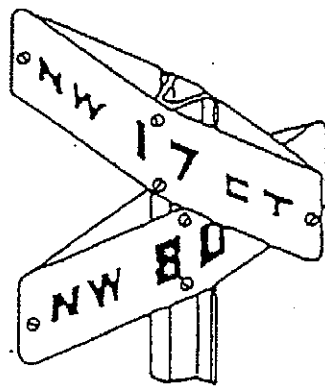
APPROVED
 6/4/86

REVISED

STANDARD ROAD DETAIL
 STREET SIGN POST
 TYPICAL INSTALLATION

R
 18.1
 SHEET 2 OF 4

USED ON ANY MOUNTABLE TYPE
CURB AND GUTTER SECTION
(ie - VALLEY GUTTER, ETC.).



EDGE OF
PAVEMENT

SIGN POST

NW 80 ST



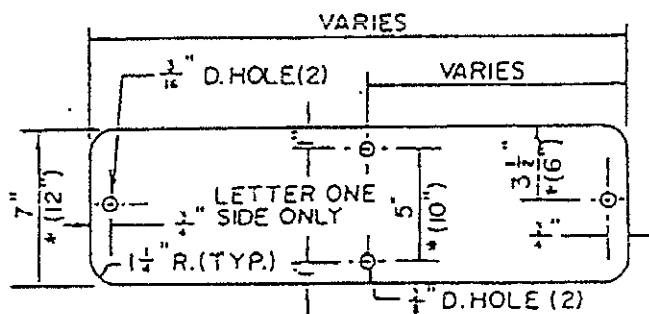
3'-6"

6'-0"

BASE POST

CL OF SIGN POST

TYPICAL SIGN ASSEMBLY



SIGN BLANK

(*) DIMENSIONS FOR 12" BLANK

FACE OF
CURB

N.W. 80 ST.



1'-6"

7'-0"

BASE POST

CL OF SIGN POST

NOTE:

STREET NAME SIGN ATTACHED
PERPENDICULAR TO POST ON
APPROVED MOUNTING BRACKET
ONLY.

ROADSIDE SIGNS

METROPOLITAN
DADE COUNTY
PUBLIC WORKS
DEPARTMENT

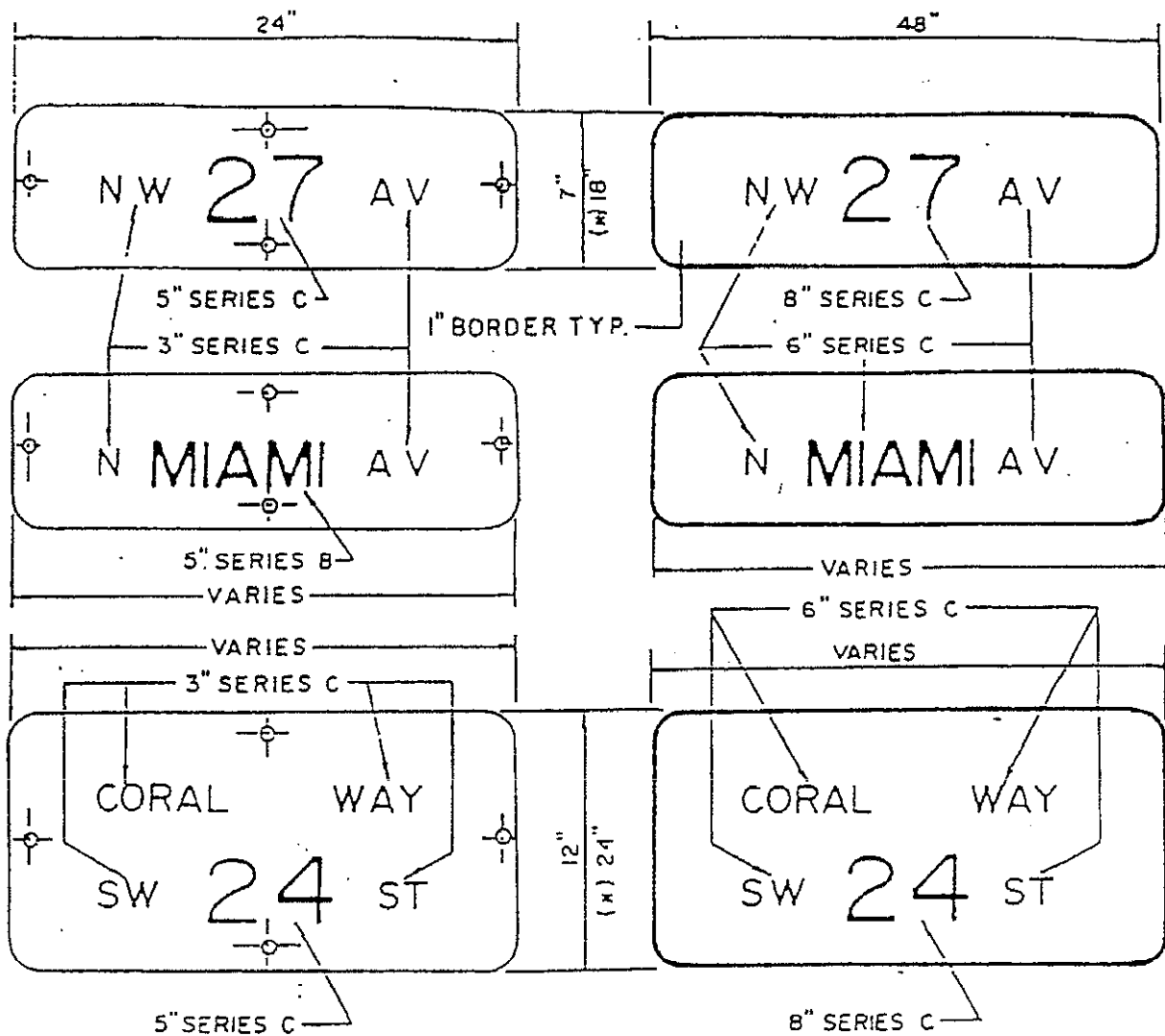
MTD
APPROVED
6/4/86

REVISED

STANDARD ROAD DETAIL

STREET/STOP NAME SIGN
ASSEMBLY & FABRICATION

R
18.1
SHEET 3 OF 4



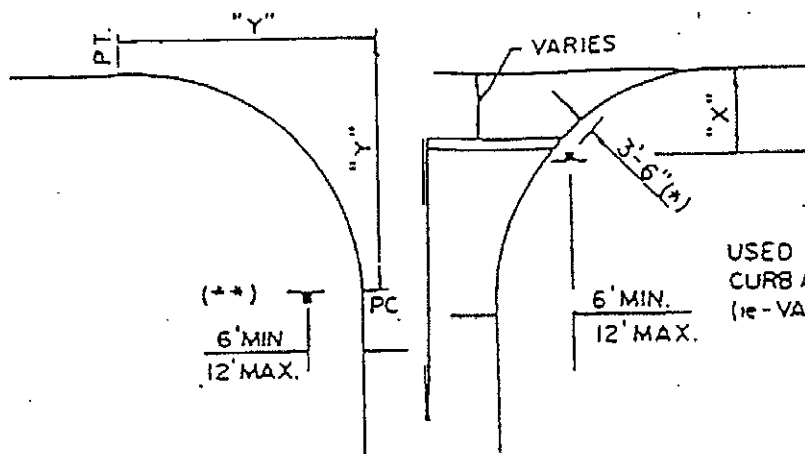
NOTE:

SIGN MESSAGES SHALL BE SILVER ON GREEN BACKGROUND. SHEETING SHALL BE TYPE B ENCAPSULATED LENS (COMMONLY KNOWN AS "HIGH INTENSITY"), SHEETING SHALL INCLUDE A TYPE I PRECOATED PRESSURE SENSITIVE ADHESIVE BACKING AS PER "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS," SECTION 633.06, SHEET REFLECTIVE MATERIALS.

(*) DIMENSIONS FOR SPAN WIRE OR MAST ARM MOUNT SIGNS.

STREET NAME SIGN		SEC. 168
STREET SIGN LOCATION	R-18.2	SEC. 168
ITEM	CROSS REF.	SPEC. REF.

METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	 APPROVED 6/4/86	REVISED _____ _____ _____	STANDARD ROAD DETAIL SIGN MESSAGE DETAILS	R 18.1 SHEET 4 OF 4
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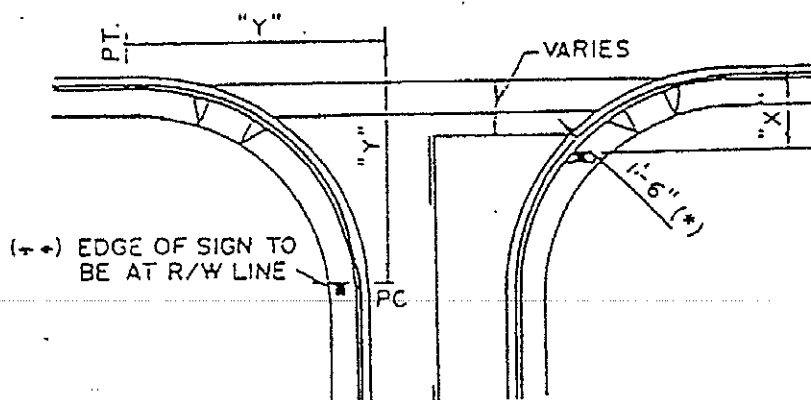
USED ON ANY MOUNTABLE TYPE CURB AND GUTTER SECTION. (ie- VALLEY GUTTER, ETC.)

"X" MEASURED FROM EDGE OF PAVEMENT TO C OF SIGN POST.

"Y" DIMENSION DETERMINES RADIUS-OF-35' - EDGE OF PAVEMENT.

(*) SEE R 18.1 SHEET 3 OF 4 FOR ADDITIONAL INFORMATION.

RADIUS "Y"	"X"
0' TO 20'	12'
30'	12'
35'	15'
40'	18'
45'	21'
50'	24'



(*) EDGE OF SIGN TO BE AT R/W LINE

MAJOR/MINOR INTERSECTIONS

THE MINOR STREET WILL HAVE STOP/STREET NAME SIGNS INSTALLED AT BOTH CORNERS. (ABOVE STOP SIGN-SEE R 18.1 SHEET 3)

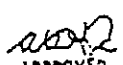
MINOR INTERSECTIONS

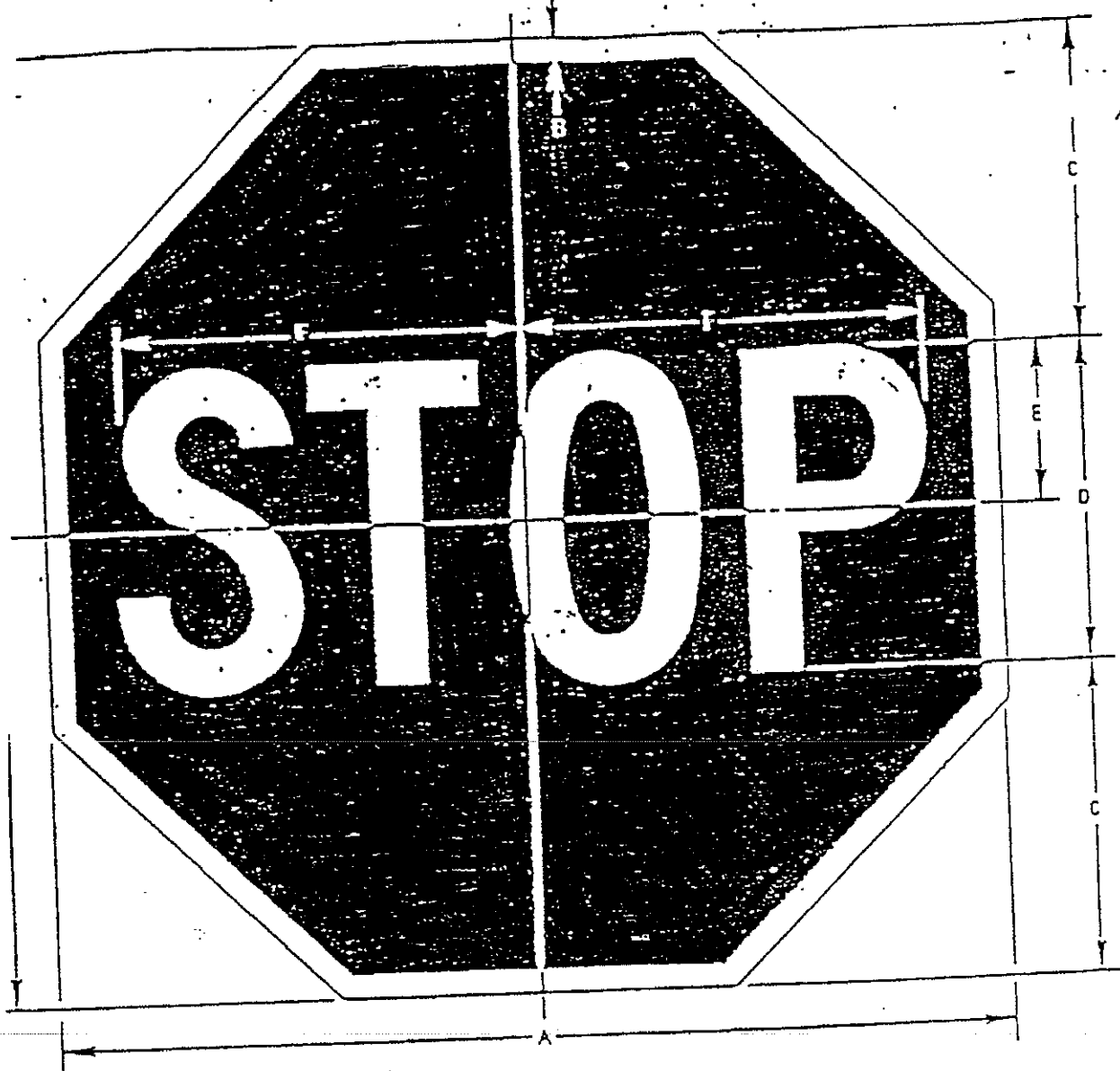
IF THRU STREET RUNS NORTH/SOUTH, THE STREET NAME SIGN WILL BE INSTALLED ON NORTHEAST CORNER, ABOVE STOP SIGN.

IF THRU STREET RUNS EAST/WEST, THE STREET NAME SIGN WILL BE INSTALLED ON NORTHWEST CORNER, ABOVE STOP SIGN.

NOTE (**)

IN CASES WHERE THE STREET DEAD ENDS AND HAS NO INTERSECTING STREETS, A WARNING SIGN, NO OUTLET (W14-2), MUST BE INSTALLED ON THE OPPOSITE SIDE OF THE STREET.

METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	 APPROVED 6/6/86	REVISED <hr/> <hr/> <hr/>	STANDARD ROAD DETAIL STREET/STOP SIGN LOCATION	R 18.2 SHEET 1 OF 1
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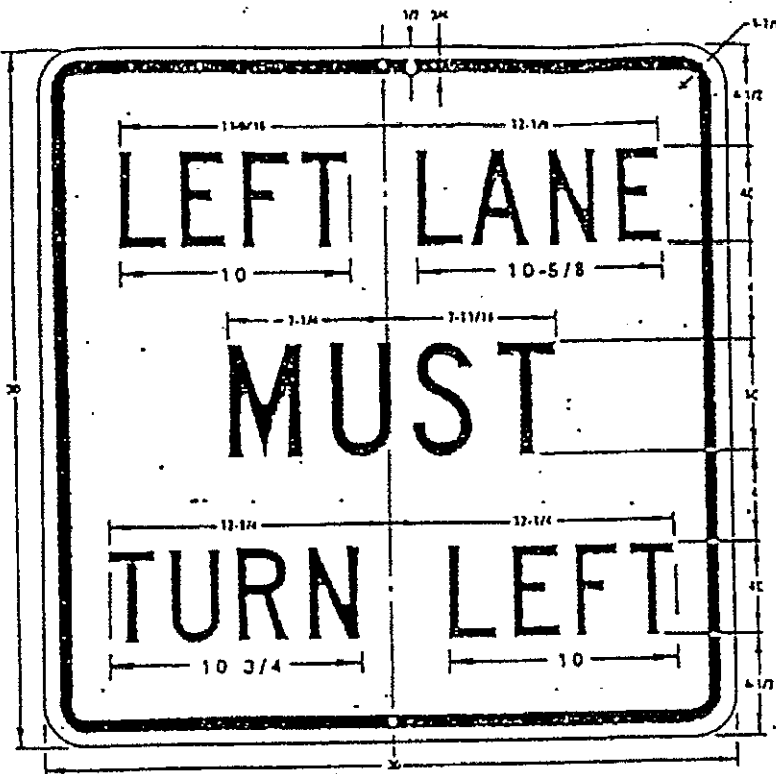
R1-1

* Reduce Spacing 40%

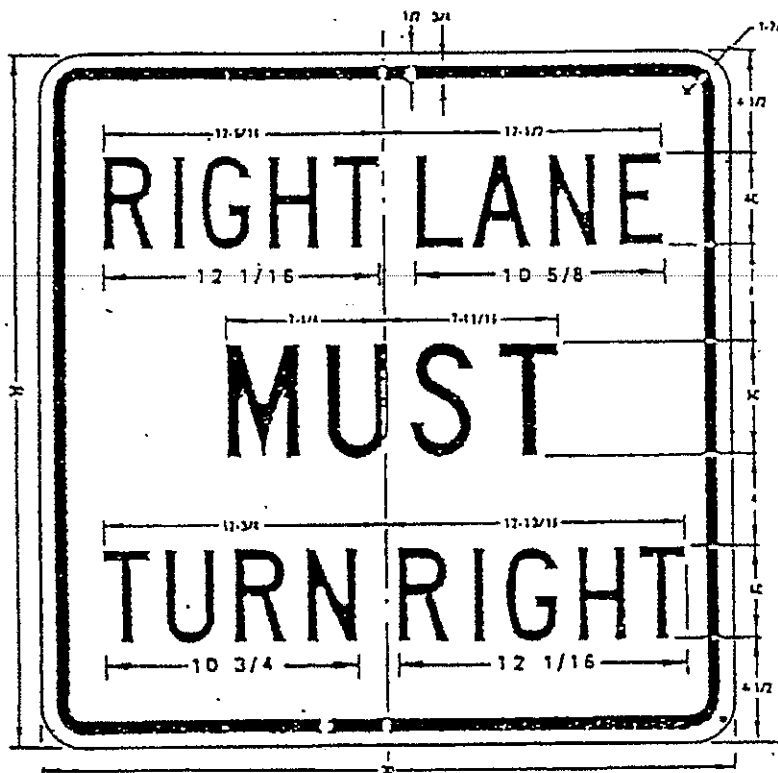
SIGN	DIMENSIONS (INCHES)					
	A	B	C	D	E	F
BIKE	18	3/8	8	8C	3	7-3/4
MIK	24	5/8	8	8C	4	10
STD.	30	3/4	10	10C	5	12-1/2
EXPWY.	36	7/8	12	12C	8	15
SPECIAL	48	1-1/4	16	16C	8	20

COLORS

LEGEND — WHITE (REFL)
BACKGROUND — RED (REFL)



R3-7L



R3-7 R

COLORS

LEGEND — BLACK (IRON-REFL)
BACKGROUND — WHITE (REFL)

PART V

HIGHWAY LIGHTING (SECTION 715)

60. General (See General of Part 1)

Where electrical conduits are installed prior to construction of pavement, the contractor shall disregard all references in the Specifications pertaining to pavement restoration.

61. Location of Work

See Plans.

62. Record of Work Done

The contractor shall maintain an accurate of the work as actually installed during the progress thereof. Before final payment, the contractor shall furnish to the Engineer, for his approval, three (3) complete sets of marked prints verifying all the work and locations thereof as actually installed according to the Plans.

63. Materials Furnished by the Contractor

The materials and equipment to be used shall be new and of current manufacture. All electrical materials shall bear the label of the Underwriters Laboratories. The contractor shall submit to the Engineer, in triplicate, a letter of intent, which shall include a complete list of materials and equipment the contractor proposes to use. This list shall be complete enough in detail to enable the Engineer, or his representative, to determine its acceptability, in accordance with these contract documents. This shall be accomplished prior to the issuance of the Notice to Proceed. No approval shall be given to partial lists.

Prior to the installation of lighting equipment, the contractor shall submit shop drawings, catalog cuts and factory certified prints to the Engineer for approval.

64. Qualification of Workmen

All personnel utilized in connection and splicing of wires shall be licensed by Dade County Building and Zoning Department as a Journeyman Electrician or supervised by a Master Electrician. This license shall be in force for the duration of contract and shall be displayed upon request by the Engineer or his Representative.

65. Aluminum Lighting Standards

Aluminum lighting standards shall be one-piece continuous-tapered, round shaft, of high-strength, corrosion resistant aluminum alloy as specified by the Aluminum Association. The standards shall be of such length as to provide luminaire mounting height as shown in the plans and design withstand winds of 120 mph on pole-luminaire assembly, using luminaire weight and three square feet of projected area at end of bracket arm. Lighting standards shall be the transformer base type, with access door attached at base, and a grounding lug located inside the pole opposite access door. A surge protector must be included with each standard.

An aluminum alloy top cap with stainless steel fasteners shall be provided with each standard shaft. The anchor or shoe base to be permanent with mold casting in alloy 356, base to be free from cracks, and blow holes, base to be circumferentially welded to shaft around top and bottom and supplied with bolt covers, a stainless hardware and to have provision for anchorage.

After fabrication, shaft shall be rotary and sand finished and wrapped for protection during handling and shipping.

66. Bracket Arms

Arms shall be truss type construction and shall have a luminaire and formed to accommodate a 2-inch pipe slipfitter. The bracket arms shall be constructed from seamless tubes of aluminum alloy as specified by the American Aluminum Association and, after tapering, shall be heat treated to produce a T6 temper. Bracket arms shall be attached to the poles, using conventional techniques and stainless steel hardware, with strength adequate to support the luminaire weight and a three-square-foot projected area at end of the pipe under sustained winds of 120 mph. Members of the bracket arms shall be elliptical in cross section.

67. Concrete Bases

.01 Precast

Precast concrete bases to be furnished and installed shall be of Class 1 (modified) concrete with strength of no less than 3,000 p.s.i. after 28 days, with a reinforcing can nominal dimensions detailed in the Plans. The bases shall be cast, cured and finished as outlined in the A.C.I. Manual of Concrete Practice, Part 1, dated 1973.

.02 Cast-in-Place

The concrete for cast-in-place bases shall be Class and shall develop a comprehensive strength of no less than 3,000 p.s.i. at 28 days.

The top 2 feet of the base shall be formed, and the concrete deposited, in one continuous operation to insure a concrete base without voids or separation from the reinforcing steel.

NOTE: IF A CAST IN PLACE OR SPECIAL BASE IS USED, THE TOP OF THE BASE BETWEEN THE ANCHOR BOLTS MUST BE PAINTED WITH RED PAINT.

68. Luminaires, Lamp, Etc.

High pressure sodium vapor luminaires will have a precision die cast aluminum upper housing and refractor holder, readily removable and interchangeable cover with hinges and a holder latch for the refractor.

The luminaire shall have latch operated, readily removable and interchangeable cover, with the ballast capacitors, and other major control assemblies mounted thereon, and quick disconnect electrical connections.

The luminaire shall contain an internal ballast of the regulator type capable of operating from a multiple 480 volt circuit. The ballast shall be pre-wired to the lamp socket and terminal board, requiring only connection of the power supply leads to the terminal board.

The efficiency of the ballast shall be at least 83 percent. The ballast shall provide for regulation within plus or minus 3 percent in lamp watts, and a primary voltage variation of plus or minus 10 percent.

The optical assembly shall contain an activated charcoal filter to remove contaminants from the air. The refractor shall be heat-resistant glass and shall easily be removed.

The slipfitter shall be capable of adapting to a 2-inch pipe size mounting bracket, without the need of separate mounting parts or rearrangements of mounting components.

The reflector shall be secured to the upper housing, and shall contain a flexible impervious gasketing between the reflector and the refractor, and the refractor and the socket housing entry.

The socket housing shall be securely fastened and sealed to the reflector, and shall contain provision for setting the socket in the proper position capable of producing an IES Type III or IV, Medium, Non-Cutoff/Cutoff distribution pattern when used with 400-watt, high pressure sodium vapor, and a heat-resistant, high-transmission glass prismatic refractor. A 400 watt high pressure sodium vapor lamp shall be provided with each fixture.

The 400-watt high pressure sodium vapor lamps shall have an efficiency of more than 125 lumens per watt and a warm-up time of less than 3 minutes and must have a life rating of more than 24,000 hours under normal street lighting usage; that is, a 10-hour cycle.

69. Underbridge Lights

Not Applicable.

70. Installation

The light poles shall be installed at the locations, and in accordance with the details shown on the Plans. The poles shall be plumbed after erection. Earth shall be thoroughly compacted around the base to prevent shifting.

The luminaire shall be installed on the bracket in accordance with the manufacturer's instructions, and placed so that the light pattern is evenly distributed and connections made in accordance with the Plans. The ground conductor shall be connected to the ground stud provided.

71. Grounding

The light poles shall be grounded by means of a 5/8-inch by 10-foot, copperclad ground rod connected to the pole ground wire, with a suitable electrical connector near the base of the pole, at the locations shown on the Plans. Each pole shall have the luminaire and bracket grounded to the No. 7 AWG pole ground wire.

72. Splicing

All conductor splices shall be made in the pole or in the pull boxes designed for the purpose. No underground splices will be permitted, unless specifically authorized by the Engineer, and then only as directed by him. All necessary splices or connections in pull boxes shall be made with the appropriate sized split-bolt connector properly taped and water-proofed with "Scotch Kote" or a similar waterproofing material. In addition, all those connections shall be capped with a heat shrinkable cap similar or equal to Raychem C-20 or C-30 Heat Shrink Cap.

Splices made inside the pole on the 480 volt side shall be made with connectors that utilizes the pull-apart water proof connector similar to "Bussman Break-away type."

At the terminals where the wires are connected, the ends shall be heat shrink treated with the appropriate size tube.

73. Conduit

Conduit shall be heavy-wall rigid plastic (PVC, Schedule 40) or galvanized rigid steel conduit with fittings and accessories designed for underground installations, corrosion resistant, water-tight joints and high impact strength and manufactured to NEMA TC-2 and WC-1094 Specifications, UL listed.

74. Pull Boxes

Underground enclosures shall be open-bottom, precast, Class I Concrete with a minimum compressive strength of 2,500 p.s.i. after 28 days, with reinforcing and nominal dimensions as detailed on the Plans. Design shall be based on AASHTO H-10 loading (5,000 lbs. single axle load over any 10" x 10" area).

75. Trenching, Bedding and Backfill

.01 Description

The work specified in this section includes the excavating, backfilling and restoring surfaces of trenches for electrical conduit. Two types of trench section shall be used; one in pavement and one in classified areas other than pavement.

Routing shown on the plans for underground electrical installations requiring trenching is schematic, but no major change of alignment will be allowed except by written approval of the Engineer.

Location of the shall be the responsibility of the contractor. No trench shall be excavated without first exercising all due care to protect existing underground facilities. However, in cases where obstructions are encountered, the judgement of the Engineer shall govern as to the method of passage by such obstacles.

It will be the Contractor's responsibility to coordinate his trenching efforts in placing conduit prior to construction of new or restored sidewalk and roadway.

.02 Pavement Trenching (Under Pavement)

Pavement trenching shall include all trenching in paved areas and shall conform in section to the Conduit Burial Details as indicated and noted on the Plans. The method of excavation shall be by outlining the trench with saw-cuts and the removal of materials with pneumatic hammers and hand tools. All loose materials shall be removed from the trench to provide an even surface of wall and bottom, of the trench, with care given to retain the compaction of the road base. All pavement broken outside the trench area shall also be removed to the full depth of the trench. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate.

The conduit shall be placed on a 3-inch bed of sand and shall be covered by 3 inches of sand and prior to backfilling.

.03 Unclassified Trenching (Underground)

Unclassified trenching shall include any trenching not in the paved roadway or sidewalk and would include trenching in driveways, parkways, and within proposed sidewalk, curb or curb and gutter areas.

.04 Bedding and Backfill

The trench shall have neat cut, vertical sides and shall be excavated to a width and depth as detailed and noted in the plans. After the conduit has been embedded, as indicated above, the trench shall be backfilled with 1:10 FDOT approved grout (with tack coat) up to an elevation which will allow for a minimum of 4-inches thick Type S-1 Asphaltic Concrete (3" of base course and 1" of surface course).

All materials used for backfill, (in areas other than traveled ways) including that which had been excavated from the project site, shall be quality acceptable for the Engineer. It shall consist of well-graded limerock or limerock and sand fill, free from deleterious material.

76. Removal of Surplus Material

Existing poles, arms luminaires and transformers bases will be removed by the contractor unless otherwise specified. Existing underground cabling may be abandoned.

Existing concrete pole bases may be cut off 6 inches below ground level, and the hole filled with suitable material.

Trash resulting from the work performed will be removed from the site by the contractor, and disposed of by him, in any legal manner he chooses.

77. Highway Lighting System (Section 715 Modified)

This section is expanded to include the following:

.01 Maintenance of Lighting Systems

For the term of this contract, the contractor accepts full responsibility for maintenance of the existing and/or temporary lighting systems proposed under this contract (except for "knock-downs" or vandalism in the existing system or in the new system after acceptance by the City). If for any reason, there is a failure of the above systems, the contractor shall make whatever repairs are necessary to restore and service within 24 hours after notification by the City of Such failure: In the event that the contractor fails to comply with the above, the City may declare the contractor in "Default". Payment for the maintenance of the above systems shall be included in the lump sum price bid for Item 715-69, Maintenance of Existing and/or Temporary Lighting Systems.

The contractor is advised and forewarned that if the existing roadway lighting facilities along the project are the property of Florida Power and Light Company, they will remain in place and operational until such time as the contractor requires their removal to facilitate his roadway construction activities.

The contractor is advised that he shall not relocate, adjust, or assume any maintenance for the Florida Power and Light facilities. When time for their removal, the contractor shall give the project engineer 30 days notice of said need for removal. The project engineer shall immediately notify the City who will in turn instruct Florida Power and Light to remove their roadway lighting facilities.

The contractor will pay particular attention to the fact that he will not be able to relocate any existing Florida Power and Light lighting facilities along this project. At such time when the contractor requests the City to have the existing lights removed, the contractor must have either the new lighting system operational, or a temporary lighting system, supplied by the contractor, and equal to that which was existing, in operation.

NOTE: "Knock-downs" - light pole which has been displaced from its original position by a violent action, e.g., a vehicle striking the pole.

.02 Maintenance Performance

The contractor agrees to totally and completely maintain the new roadway lighting system installed under the terms of this contract, for one-year period, beginning on the date of acceptance of the system by the City. The only exception shall be in case of a "knock-down" or vandalism as previously defined in "Maintenance of Existing Lighting System".

If for any reason whatsoever, other than "knock-downs", e.g. power surge (man-made or natural), there is a failure of the lighting facilities, the contractor shall begin making, or cause to be made, whatever repairs are necessary to restore service within 24 hours notice by the county, and such work shall be carried on continuously, until completion and acceptance by the City's representative.

In the event the contractor fails to begin making, or cause to be made, whatever repairs are necessary to restore service within 24 hours notice by the county, and such work shall be carried on continuously, until completion and acceptance by the City's representative.

In the event the contractor fails to begin making, or cause to be made, whatever repairs are necessary to restore service within 24 hours of notification by the City, the City shall then exercise its right to have such repairs performed by others with payment charged to the contractor by the City. If payment is not received within 30 days after billing, such restitution shall become a just claim against the bonding company providing the Maintenance Performance and Payment Bond for this contract.

The contractor shall provide the City with a local phone number at which he may be contacted at any time with regard to failure of the lighting system.

.03 Final Testing and Acceptance

The final inspection and tests shall be made only after the City is satisfied that the work described in these specifications has been completely installed in accordance with the true spirit and intent of these specifications. Thereupon, the installation shall be tested for seven (7) continuous days, under normal operations conditions (with normal on-off cycle). Power shall be supplied by the Florida Power Light Company. After final testing and inspection, if the lighting installation is found to be sound and operating according to the designer's and manufacturer's intent, the lighting system shall be accepted. The acceptance of the work shall not, in any way, prejudice the City's right to demand replacement of defective materials or workmanship. Any part of the seven day period which occurs after acceptance of all other work under this contract will not be charged against the contract time.

The contractor shall provide instruments, special apparatus and expert services, to make all tests necessary to show that the system is completely

clear of improper grounds and short circuits, and to demonstrate that the entire equipment, as to capacity, quality and completeness, is properly installed to meet the requirements of these specifications.

NOTE: The contractor will provide twenty-four (24) hours notice to the Engineer before testing.

78. Compensation

PAGE 634, SECTION 715-16 - BASIS OF PAYMENT: This article is amended to read: The work required under this Section shall be paid for at the contract unit prices bid as indicated in the Bid Form of the Proposal.

Such prices and payments shall be full compensation for all materials furnished, installed and interconnected so as to provide the completed roadway lighting system as detailed and noted in the plans and in accordance with the specifications.

NOTE: Incidental items or accessories required to complete the work for each bid item, shall be included in the contract unit price bid for that specific item as indicated in the Bid Form of the Proposal; such as but not limited to: elbows, split bolt connectors, fuse and fuse holders, electrical tape, Scotchkote, shrink cpa, P.V.C. glue, trenching and backfilling, pavement restoration, sidewalk replacements, etc.

79. Guarantee and Maintenance Bond

For the work specified herein, the Contractor shall protect the City against losses resulting from latent defects in materials and improper performance in all work including the electrical materials and equipment required for the traffic signalization system. The Contractor shall be responsible for any and all such losses, which may occur for a period of one year, dating from the date of acceptance by the City. Within a period of 36 hours except where otherwise provided herein, following notification by the City, the Contractor shall repair or cause to be repaired, any operative unit which due to faulty installation or parts, does not operate in accordance with the intent and design as noted in the plans (See Paragraph- Special Instructions Part III- in reference to providing an off duty police officer).

This bond shall also protect the City by providing coverage for all facets of the requirements and guarantees as set forth in Part V - Highway Lighting Maintenance Agreement, of these contract documents.

Therefore, simultaneously with the delivery of the executed contract documents to the City, the contractor must also deliver an executed Maintenance Performance and Payment Bond in the amount of One Hundred Ten Thousand Dollars and No Cents (110,000.00) as security for the faithful performance of the maintenance terms and conditions stated herein. The terms of said bond shall commence on the date of final acceptance of the work and shall continue in full force and virtue for a period of one year following said date of commencement. The Surety on said Bond shall be a duly authorized Surety Company, satisfactory to the City. If at any time the City, for justifiable cause shall become dissatisfied with said Surety, the contractor shall furnish an additional, or substitute an other, bond satisfactory to the Owner.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 200_____.

Personally known _____

OR Produced Identification _____

(Type of identification)

Notary Public - State of _____

(Printed typed or stamped
commissioned name of notary public)

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: FL130226 01/04/2013 FL226

Superseded General Decision Number: FL20120226

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

ELEC0349-008 09/05/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 27.15	8.64

ENGI0487-018 01/01/2010

	Rates	Fringes
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OPERATOR: Crane

Group 1 - All Tower Cranes
Mobile, Rail, Climbers,
Static-Mount; All Cranes
with Boom Length 150 Feet
& Over (With or without
jib) Friction, Hydro,
Electric or Otherwise;
Cranes 150 Tons & Over ;
Cranes with 3 Drums (When
3rd drum is rigged for
work); Gantry & Overhead
Cranes; Hydro Cranes Over
25 Tons but not more than
50 Tons ; Hydro/Friction
Cranes; All Type of
Flying Cranes; Finish
Grader; Concrete Pumping
Machine with Boom

Attachments.....\$ 28.30

Group 2 - Cranes with Boom

8.78

Length Less than 150 Feet
 (With or without jib);
 Hydro Cranes 25 Tons &
 Under, & Over 50 Tons.....\$ 27.57 8.78
 OPERATOR: Oiler.....\$ 22.24 8.78

* IRON0272-006 10/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.94	5.93

* SUFL2009-222 08/05/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.50	2.19
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00	8.64
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 14.38	1.73
IRONWORKER, REINFORCING.....	\$ 15.00	2.45
LABORER: Asphalt Raker.....	\$ 10.47	1.76
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 10.01	3.46
LABORER: Flagger.....	\$ 11.00	3.79
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 16.00	0.00
LABORER: Landscape &		

Irrigation.....	\$ 9.98	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....		
	\$ 10.00	2.30
OPERATOR: Asphalt Paver.....	\$ 11.92	2.09
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 10.76	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....	\$ 18.00	1.39
OPERATOR: Backhoe/Excavator.....	\$ 14.69	2.22
OPERATOR: Boom.....	\$ 16.61	0.00
OPERATOR: Bulldozer.....	\$ 16.50	2.22
OPERATOR: Distributor.....	\$ 12.33	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 16.11	1.65
OPERATOR: Loader.....	\$ 9.68	3.02
OPERATOR: Mechanic.....	\$ 16.20	3.25
OPERATOR: Milling Machine.....	\$ 11.50	1.68
OPERATOR: Oil Distributor.....	\$ 11.15	0.48
OPERATOR: Paver.....	\$ 12.85	0.00
OPERATOR: Piledriver.....	\$ 14.50	2.16
OPERATOR: Roller.....	\$ 10.31	2.00
OPERATOR: Scraper.....	\$ 12.31	1.83

OPERATOR: Screed.....	\$ 10.29	0.00
OPERATOR: Tractor.....	\$ 13.00	1.00
OPERATOR: Trencher.....	\$ 12.56	0.22
PAINTER: Spray and Steel.....	\$ 16.62	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 14.58	0.65
TRUCK DRIVER, Includes 10		
Yard Haul Away, A-Frame,		
Dump, Water Truck.....	\$ 12.50	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 13.33	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.29	4.25
TRUCK DRIVER: Lowboy Truck.....	\$ 12.00	0.00
TRUCK DRIVER: Material Truck....	\$ 13.15	9.80
TRUCK DRIVER: Tractor Haul		
Truck.....	\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.50	0.00
TRUCK DRIVER: 3 Axle Truck.....	\$ 9.81	0.00
TRUCK DRIVER: Distributor,		
Dump, Lowboy and Tandem.....	\$ 13.22	2.01
TRUCK DRIVER.....	\$ 9.76	0.34

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work) _____; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3, (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 106, 72 Stat. 967, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)

OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5 (a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and

enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

**City of Hialeah
Department of Grants & Human Services**

CERTIFICATION RECEIPT

This is to acknowledge receipt of U.S. HUD informational packet containing the U.S. Federal Labor Standards Provisions, U.S. Dept. of Labor Payroll Form WH-347 & the instructions for completing the payroll form, including a copy of the Davis-Bacon Wage Determinations.

Please note that The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects.

(Name of Project)

(No.)

(Complete Address)

Furthermore, I am hereby certifying that I have read, examined, understood, and acknowledged the contents of these requirements, particularly the provisions contained in:

General Wage Decision No. _____, that is applicable to the project.

CHECK ONE:

Contractor: _____

Subcontractor: _____

Other: _____

Signature

Print Name

Title

Name of Firm: _____

Address: _____

Telephone Number: _____ Fax: _____

**COMPLETE THIS FORM IF THE BID/PROPOSAL
IS IN EXCESS OF \$100,000.00
SECTION 3 AFFIRMATIVE ACTION PLAN**

To: City of Hialeah
 Department of Grants and Human Services

Subject: Section 3 Affirmative Action Plan

Company _____
Project _____
Bid Number _____ Date _____
Location _____
Telephone Number _____
Fax Number _____

**I. Utilization Plan for Lower Income Area Residents as Trainees.
For building construction occupations:**

Trainees Job Title	# Needed

For non-construction occupations:

Trainees Job Title	# Needed

II. Utilization Plan for Lower Income Area Residents as Employees:

Employees Title	# Needed	# Available	Goal for Section 3 New Hires
<u>Skilled:</u>			
Superintendent			
Foreman			
Clerical			
Operators			
Other (specify)			
<u>Semiskilled:</u>			
Apprentices			
<u>Unskilled:</u>			
Laborers			

III. Utilization Plan for Businesses Located in Project Area:

Subcontracts or Supplies	Dollar Amount	Eligible Business in Area?		Dollar Goal for Eligible
		Yes	No	
Clearing				
Grading				
Pipe				
Fill Material				
Concrete				
Other (specify)				

IV. Program to be Followed in Accomplishing the Goals Outlined Above.
(Use additional pages as necessary)

V. Participation in HUD Approved Programs Providing Training, Employment and/or
Business Opportunities to Lower Income Persons and/or Business Concerns.

_____ Yes. Please indicate program and participation.

_____ No.

Signature of Authorized Official

Print Name

Date

Title

The contractor shall comply with the Community Development Block Grant Grantee Affirmative Action Plan for Project Area Businesses and attachments thereto. (These documents are included in this bid package.)

The contractor's Section 3 Affirmative Action Plan is to be submitted with the Proposal and Bid Form.

ASSURANCE OF COMPLIANCE (SECTION 3, HUD ACT OF 1968)

**TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES
FOR BUSINESS AND LOWER INCOME PERSONS**

(FOR CONTRACTS IN EXCESS OF \$100,000.00)

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by this (contract) (agreement), and to such sanctions as are specified by 24 CFR Part 135.

DATE

APPLICANT

ADDRESS

AUTHORIZED SIGNATURE

BIDDERS INITIAL SECTION 3 GOALS
For Contracts in Excess of \$100,000.00

1. The Bidder agrees to comply with the Section 3 of the Housing and Urban Development Act of 1968
2. The Bidder estimates that there will be _____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work needs (skilled, semiskilled, labor and trainees) by category.
3. Of these new employees, the Bidder plans to hire at least _____ *Section 3 Residents in the Miami-Dade County covered area.
4. The Bidder estimates that \$_____ of the materials purchased for use on this project will be from *Section 3 Businesses in the Miami-Dade County covered area.

I, _____ (please print), as an authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by the Affirmative Action Plan to the greatest extent feasible and realize that we be awarded the contract, the City of Hialeah, Department of Grants and Human Services will monitor the project to assure compliance with this plan.

DATE

SIGNATURE

PRINT NAME

FEDERAL EMPLOYER ID NUMBER (FEIN)

TITLE

COMPANY

* Refer to definition for Section 3 Business and Resident.

MINORITY BUSINESS UTILIZATION COMMITMENT

The bidder agrees to expend at least _____ of the contract if awarded for minority business enterprise. For the purpose of the term “minority business enterprise” means a business at least 51% of which is owned by minority group members or, in case of publicly owned business, at least 51% of the stock of which owned by minority group members. For the purpose of the preceding sentence “minority group members” are citizens of the United States who are Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native and Women. Minority business enterprises may be employed as construction subcontractors or as vendor or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

NAME AND ADDRESS OF MINORITY FIRMS	NATURE OF PARTICIPATION	DOLLAR VALUE OF PARTICIPATION
TOTAL BID AMOUNT: \$ _____	TOTAL DOLLAR VALUE MINORITY PARTICIPATION: \$ _____	

PERCENTAGE OF MINORITY ENTERPRISES PARTICIPATION:

This requirement may be waived for cause upon application by the recipient to the respective United States Department of Labor Regional office.

The bidder agrees to furnish implementation reports as required by bid conditions to indicate the minority business enterprises which it has or intend to utilize. Breach of this commitment, constitutes breach of the bidder's contract, if awarded.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

NAME OF AUTHORIZED OFFICER

SIGNATURE OF AUTHORIZED OFFICER

DATE _____

**CERTIFICATION
BYRD- ANTI-LOBBYING AMENDMENT
(31 U.S.C. 1352)**

****This certification applies to those contractors who apply for award of bid of \$100,000.00 or more:**

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Contractor

Date

****The contractor must sign this form if this certification applies to his bid.**

**CERTIFICATION FOR COMPLIANCE WITH CITY, COUNTY, STATE, FEDERAL LAWS
AND REGULATIONS**

I, _____ agree to comply with all City, County, State, Federal laws and regulations including, but not limited to the following:

CONFLICTS OF INTEREST

The contractor covenants that no person who presently exercises any functions or responsibility on behalf of the City in connection with this agreement has any personal financial interests, direct or indirect, with the contractor. The contractor further covenant that, in the performance of any contract, no person having such conflicting interest, shall be employed by the contractor. Any conflict of interest attributable to the contractor or its employees must be disclosed in writing to the City immediately upon discovery.

The contractor is aware of the conflict of interest laws of the City of Hialeah, particularly, HIALEAH, FLA., Chapter 26, Articles I and II; Miami-Dade County, particularly, Miami-Dade County Code 2-11.1 et.Seq; the State of Florida, particularly, Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 – 570.611, and agrees that it shall fully comply with all respects to those provisions.

EQUAL OPPORTUNITY

The contractor agrees that it will comply with equal opportunity requirements, which require that no person in the United States shall on the ground of race, creed, color, national origin, age, sex, religion, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with State or Federal funds.

DEBARMENT/SUSPENSION

The prospective lower tier participant certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

ZONING CODES AND BUILDING CODES

The contractor must comply with the Minimum Housing Quality Standards, the South Florida Building Code and other standards established by the Department of Grants Human Services or other city agency, as deemed necessary by such agency.

NON-SEGREGATED FACILITIES

The contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The contractor agrees that he will obtain identical certifications from proposed subcontractors exceeding \$10, 000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certification in his files.

Furthermore, the contractor certifies that:

1. He is not a contractor of foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives (USTR).
2. He is not or will not enter into any subcontract with a subcontractor or a foreign country included in the list of countries that discriminate against U.S. firms published by the USTR.
3. He will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

Signature: _____

Print Name: _____

Date: _____

Social Security Number: _____

STATE OF _____
SS.

COUNTY OF: _____

Sworn to and subscribed before me this _____ day of _____, 20____,

By _____, who has/have produced photo identification _____
_____ or is personally known to me and who did/did not take an oath.

Notary Public, State of Florida

My Commission Expires: